



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

नं० 6] नई दिल्ली, शनिवार, फरवरी 7, 1970/भाग 18, 1891
No. 61 NEW DELHI, SATURDAY, FEBRUARY 7, 1970/MAGHA 18, 1891

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

VICE-PRESIDENT'S SECRETARIAT

New Delhi, the 28th January 1970

S.O. 389.—The Vice-President of India, in his capacity as Chancellor of the Punjab University, Chandigarh, has, in exercise of his powers under the Punjab University Act, Section 17, Clause (3), cancelled the appointment of

- (a) Dr. Santokh Singh Anand, Director of Post-Graduate Institute of Medical Education and Research, Chandigarh, as a Fellow of the University in consequence of his retirement from Directorship of the said Institute; and
- (b) Shri Bishan Singh, Principal, Khalsa College, Amritsar, in consequence of his ceasing to be Principal of that College on his appointment as Vice-Chancellor of Guru Nanak University, Amritsar.

Further, in exercise of his powers under Section 13, Clause (j), of the Punjab University Act, he is pleased to nominate Dr. P. N. Chhutanl, Director, Post-Graduate Institute of Medical Education and Research, Chandigarh, as a Fellow, vice Dr. Santokh Singh Anand, and Dr. Gopal Singh Dardi, visiting Professor of Punjabi at the Delhi University, as a Fellow, vice Shri Bishan Singh.

[No. 705-VC/DS.]

V. PHADKE, Secy.

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 13th January 1970

S.O. 390.—Whereas the Election Commission is satisfied that Shri Gurchet Singh, Village and Post Office Sherpur, Tehsil Malerkotla, a contesting candidate for the mid-term general election held in February, 1969 to the Punjab Legislative Assembly from 88-Sherpur constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Gurchet Singh to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. PB-LA/88/69(17).]

By order,

K. S. RAJAGOPALAN, Secy.

भारत निर्वाचन आयोग

प्रादेश

नई दिल्ली, 13 जनवरी, 1970

एस० ओ० 391 :—यतः निर्वाचन आयोग का समाधान हो गया है कि फरवरी, 1969 में हुए पंजाब विधान सभा के लिए मध्यावधि निर्वाचन के लिए 88—शेरपुर

निर्वाचन—क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री गुरुचेत सिंह, ग्राम ब डाकघर शेरपुर, तहसील मालेरकोटला, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः, उक्त उम्मीदवार उसे समर्थक सूचना दिए जाने पर भी लेखा दाखिल करने में असफल रहा है और उसने अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए पर्याप्त कारण या न्यायोचित नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10—क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री गुरुचेत सिंह को संभद् के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[म० पंजाब—वि० स०/88/69 (17)]

आदेश से,

के० एस० राजगोपालन, सचिव ।

ORDERS

New Delhi, the 18th December 1969

S.O. 391.—Whereas the Election Commission is satisfied that Shri Mahendra Lal Soy, R/O village Marang-hatu, P.O. Kuchai, District Singhbhum (Bihar), a contesting candidate for election to the Bihar Legislative Assembly from 295-Kharsawan Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Mahendra Lal Soy, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/295/69 (69).]

आदेश

नई दिल्ली, 18 दिसम्बर, 1969

सं० ओ० 391 :—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिये निर्वाचन के लिए 295-खरसावा निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री महेन्द्र लाल सोय, निवासी ग्राम-मारंगहात, पो० कुचाई, जिले सिंहभूम (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे है ;

और, यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण प्रकट नहीं किया है; तथा निर्वाचन आयोग का समाधान हो गया है कि उपर्युक्त इस असफलता के लिए कोई पर्याप्त कारण अथवा न्यायोचित्य नहीं है;

अतः, आ, उक्त अधिनियम की धारा 10 क के अनुसार में निर्वाचन आयोग एतद्वारा उक्त श्री महेन्द्र लाल सोय को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिये निरहित घोषित करता है।

[सं० बिहार-वि० सं०/295/69 (69)]

S.O. 392.—Whereas the Election Commission is satisfied that Shri Haradhan Singh Munda, R/O village Hesakocha, P.O. Chouka, District Singhbhum (Bihar), a contesting candidate for election to the Bihar Legislative Assembly from 295-Kharsawan Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Haradhan Singh Munda, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/295/69 (70).]

एस० ओ० 392 :—यतः, निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए निर्वाचन के लिए 295 खरसवा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री हाराथन सिंह मुण्डा निवासी ग्राम-हेसाकोचा, पो०-चाँका जिला सिंहभूम (बिहार) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे है ;

और, यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण अथवा न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री हाराथन सिंह मुण्डा को संसद के दोनों सदनों में से किसी भी सदन के या किसी भी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० बिहार-वि०स०/295/69(70)]

S.O. 393.—Whereas the Election Commission is satisfied that Shri Ghasi Ram Oraon, R/O village Katghora, P.O. Patkum, District Singhbhum (Bihar), a contesting candidate for election to the Bihar Legislative Assembly from 295-Kharsawan Assembly Constituency has failed to lodge an account of his election expenses in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Ghasi Ram Oraon, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/295/69(71).]

एस० ओ० 393 —यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान के लिए निर्वाचन के लिए 295-खरसावा निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री घासीराम उरांव निवासी ग्राम काटघोरा, पो० श्री०-पातकुम, जिला सिंहभूम (बिहार) लोकप्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित रीति में अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे है ;

और, यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, तथा निर्वाचन आयोग का समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण अथवा न्यायोचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री घासीराम उरांव को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० बिहार-वि०स०/295/69(71)]

New Delhi, the 13th January 1970

S.O. 394.—Whereas the Election Commission is satisfied that Shri S. Kathaperumal *alias* Kathan, Avvayarmoolai, Karukkangudy P.O., Karikal (Pondicherry) a contesting candidate for the mid-term election held in March, 1969 to the Pondicherry Legislative Assembly from Tirnoular constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri S. Kathaperumal *alias* Kathan to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. PD-LA/26/69.]

By order,

A. N. SEN, Secy.

नई दिल्ली, 13 जनवरी, 1970

एस० ओ० 394.—यतः निर्वाचन आयोग का समाधान हो गया है कि मार्च, 1969 में हुए पाण्डिचेरी विधान सभा के लिए मध्यावधि निर्वाचन के लिए तिरनूलर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री एस० काठापेरुमल उर्फ काठन, अव्वायामूलई, कारुक्कांगुडी, डकडर करिकल (पाण्डिचेरी), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

और, यतः उक्त उम्मीदवार उ से सम्यक सूचना दिए जाने पर भी लेखा दाखिल करने में असफल रहा है और उसने अपनी इस असफलता के लिए कोई कारण प्रयत्न स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री एस० काठापेरुमल उर्फ काठन को संसद् के किसी भी सदन के या किसी राज्य की विधान सभा प्रथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० पण्डि०-वि०स०/26/69]

आदेश से,

ए० एन० सैन, सचिव ।

MINISTRY OF HOME AFFAIRS

New Delhi, the 22nd January 1970

S.O. 395.—In exercise of the powers conferred by sub-section (1) of section 492 of the Code of Criminal Procedure, 1898 (5 of 1898), the Central Government hereby appoints Shri V. R. Desai, Advocate, Bombay as a Public Prosecutor for conducting the prosecution of the accused, in case RC. 7/EOW/68-Bombay in the original, appellate and revisional courts.

[No. 225/24/69-AVD(II).]

गृह मंत्रालय

नई दिल्ली, 22 जनवरी, 1970

का० आ० 396.—दण्ड प्रक्रिया संहिता, 1898 (1898 का 5) की धारा 492 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार मुकदमा संख्या आर० सी० 7/३० आ० डब्ल्यू/68-बम्बई में अभियुक्त व्यक्ति पर मौलिक, अपीलीय तथा पुनरीक्षण न्यायालयों में मुकदमा चलाने के लिए श्री पी० आर० देसाई एडवोकेट, बम्बई को एतद्वारा लोक अभियोजक नियुक्त करती है।

[सं० 225/24/69-प्र०स०प्र०(II)]

S.O. 396.—In exercise of the powers conferred by sub-section (1) of section 492 of the Code of Criminal Procedure, 1898 (5 of 1898), the Central Government hereby appoints Shri P. P. Khambatta, Advocate, Bombay as a Public Prosecutor for conducting the prosecution of the accused, in cases R. C. 4/EOW/67-Bombay, 1/EOW/68-Bombay, RC. 2/EOW/68-Bombay, RC. 31 & 32/EOW/68-Bombay, in the original, appellate and revisional Courts.

[No. 225/44/69-AVD(II).]

B. C. VANJANI, Under Secy.

का० आ० 396.—दण्ड प्रक्रिया संहिता, 1898 (1898 का 5) की धारा 492 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार मुकदमा संख्या आर० सी० 4/३० आ० डब्ल्यू/67-बम्बई, 1/३० आ० डब्ल्यू/68-बम्बई आर० सी० 2/३० आ० डब्ल्यू/68 बम्बई, आर० सी० 31 व 32 ३० आ० डब्ल्यू/68 बम्बई में अभियुक्त व्यक्तियों पर मौलिक, अपीलीय तथा पुनरीक्षण न्यायालयों में मुकदमा चलाने के लिए श्री पी० पी० खम्बट्टा, एडवोकेट, बम्बई को एतद्वारा लोक अभियोजक नियुक्त करती है।

[सं० 225/44/69-प्र०स०प्र०-II]

श्री० सी० व-जानो अवसर सचिव।

New Delhi, the 23rd January 1970

S.O. 397.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with rule 33 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following rules further to amend the Central Civil Services (Classification, Control and Appeal) Rules, 1965, namely :—

1. (1) These rules may be called the Central Civil Services (Classification, Control and Appeal) Amendment Rules, 1970.
- (2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules, 1957, which is deemed to be the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules, 1965, by virtue of rule 33 thereof,—

(a) in Part III—Central Civil Services, Class III—

- (i) in the entries relating to "Central Secretariat Clerical Service, Upper Division and Lower Division Grades" in column 1, for the entries

in columns 2 and 3, the following entries shall be substituted, namely :—

2

3

“Deputy Secretary or Director Cadre Authority Deputy Secretary or Director, Cadre Authority”

(ii) in the entries relating to “General Central Service, Class III—Posts in Ministries/Departments of Government other than the posts in respect of which specific provision has been made by a general or special order” in column 1, for the entries in columns 2 and 3, the following entries shall be substituted, namely :—

2

3

“Deputy Secretary or Director in the Ministry/ Department of Government Deputy Secretary or Director in the Ministry/ Department of Government”; and

(b) in Part IV—Central Civil Services, Class IV, in the entries relating to “General Central Service, Class IV—Posts in Ministries or Departments of Government other than posts in respect of which specific provision has been made by a general or special order of the President” in column 1, for the entry in column 5, the following entry shall be substituted, namely :—

“Deputy Secretary or Director”

[No. 7/15/69-Estt(A).1]

P. S. VENKATESWARAN, Under Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 28th January 1970

S.O. 398.—In pursuance of clause (a) of section 2 of the Diplomatic and Consular Officer (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises the Trade Representative of India in the German Democratic Republic, East Berlin to perform the duties of Consular Officer, with immediate effect.

2. For the purpose of the said Act, the said Trade Representative will be designated ‘Consul’.

[No. F. T. 114/5/69.1]

P. C. BHATTACHARJEE, Under Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 19th January 1970

S.O. 399.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and Sub-Section (1) of Section 3 of the All India Services Act, 1951 (61 of 1951) in so far as it relates to Officers of the Indian Civil Service and Indian Police, who have become members of the Indian Administrative Service and Indian Police Service and of all other powers enabling him in this behalf and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts

Department, the President hereby makes the following regulations further to amend the Civil Service Regulations, namely:—

- (1) These Regulations may be called the Civil Service (Second Amendment) Regulations, 1970.
- (2) They shall come into force on the date of their publication in the official Gazette.
- (3) In the Civil Service Regulations, in Article 531-C, in clause (c), the following shall be inserted at the end, namely:—

"or an employment under an International Organisation of which the Government of India is not a member."

[No. F. 4(44)EV(B)/65.]

New Delhi, the 21st January 1970

S.O. 400.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President, after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, hereby makes the following regulations further to amend the Civil Service Regulations, namely:—

1. (1) These regulations may be called the Civil Service (Amendment) Regulations, 1970.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Civil Service Regulations—

(a) after Article 815, the following Article shall be inserted, namely:—

"815-A. Where a Government servant completes 25 years of service, the Audit officer concerned shall, in accordance with the rules and regulations for the time being in force, verify the service rendered by such Government servant, determine the qualifying service and communicate to him the period of qualifying service so determined:

Provided that such verification shall be subject to the final verification of qualifying service which shall be made at the time of the retirement of the Government servant."

(b) after Article 819, the following Article shall be inserted, namely:—

"819-A. Where a Government servant completes 25 years of service, the Head of Office shall, in consultation with the Audit Officer concerned and in accordance with the rules and regulations for the time being in force, verify the service rendered by such Government servant, determine the qualifying service and communicate to him the period of qualifying service so determined;

Provided that such verification shall be subject to the final verification of qualifying service which shall be made at the time of the retirement of the Government servant."

[No. F. 6(3)-EV/68.]

N. S. CHANDRAMOWLI, Under Secy.

(Department of Banking)

New Delhi, the 20th January 1970

S.O. 401.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to the Oriental Bank of Commerce Limited, New Delhi, till the 1st January, 1971, in respect of the shares of the Suprabhat Engineering Company Limited, held by it as pledgee since the 2nd January, 1967.

[No. F. 15(18)-BC/68.]

New Delhi, the 24th January 1970

S.O. 402.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that till the 1st August, 1970, the provisions of—

- (a) section 10A of the said Act shall not apply to a banking company having, on the 1st day of February, 1969, deposits of a sum of less than rupees ten crores;
- (b) section 10B of the said Act shall not apply to a banking company having, on the 1st day of February, 1969, deposits of a sum of less than rupees twentyfive crores.

[No. F. 16(2)-BC/70.]

K. YESURATNAM, Under Secy.

(Department of Economic Affairs)

New Delhi, the 31st January 1970

S.O. 403.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the following public institution, namely:—

"The Unit Trust of India established under the Unit Trust of India Act, 1963 (52 of 1963)".

[No. F.1(1)/69-CCI(Inv.)]

RAJ K. NIGAM,

Officer on Special Duty (Inv.)

(Department of Revenue & Insurance)

INCOME-TAX

New Delhi, the 27th January 1970

S.O. 404.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) the Central Government hereby authorises Shri R. L. Sarkar who is a Gazetted Officer of the West Bengal Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date of the issue of this Notification.

[No. 16/F. No. 16/95/69-ITCC.]

R. D. SAXENA, Dy. Secy.

(Department of Revenue & Insurance)

New Delhi, the 29th January 1970

S.O. 405.—In exercise of the powers conferred by the second proviso to sub-section (1) of section 7 of the Insurance Act, 1938 (4 of 1938), the Central Government hereby orders that the provisions of sub-section (1) of the said section 7 shall apply to the Calcutta Hospital and Nursing Home Benefits Association Limited Calcutta with the modification that instead of the sum of rupees twenty lakhs or rupees ten lakhs, as the case may be, the deposit to be made by the insurer shall be one hundred and fifty thousand rupees.

[No. F. 51(1)-INS.I/70.]

R. K. MAHAJAN, Dy. Secy.

वित्त मंत्रालय

(राजस्व और बीमा विभाग)

नई दिल्ली, 29 जनवरी, 1970

का० प्रा० 405 :—बीमा अधिनियम, 1938 (1938 का 4) की धारा 7 की उपधारा (1) के द्वितीय परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा आदेश देती है कि उक्त धारा 7 की उपधारा (1) के उपबन्ध कलकत्ता हास्पिटल एण्ड नर्सिंग होम बेनिफिट्स एसोसिएशन लिमिटेड, कलकत्ता पर इस उपान्तरण के साथ लागू होंगे कि बीमा कर्ता द्वारा किया जाने वाला निक्षेप बीस लाख रुपये या दस लाख रुपये की राशि की बजाए एक लाख पचास हजार रुपये होगा।

[सं० फा० 51 (1)-आई० एन० एस० 1/70]

आर० के० महाजन, उप सचिव।

(Department of Revenue and Insurance)

CUSTOMS

New Delhi, the 7th February 1970

S.O. 406.—In exercise of the powers conferred by sub-section (1) of section 4 of the Customs Act, 1962 (52 of 1962), the Central Government hereby appoints Sarvashri D. K. Acharya, U. K. Sen and B. Nanda, Superintendents of Central Excise Class I, to exercise the powers and discharge the duties of Assistant Collectors of Customs, within the jurisdiction of the Collector of Customs, Calcutta.

[No.4/F. No. 22/1/70--Cus.IV.]

(राजस्व और बीमा विभाग)

सीमा-शुल्क

नई दिल्ली, 7 फरवरी, 1970

का० प्रा० 406 :—सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा सर्वश्री डी० के० आचार्य, यू० के० सेन और बी० नन्दा, केन्द्रीय उत्पादन-शुल्क अधीक्षक, वर्ग-1, को सीमा-शुल्क कलक्टर की अधिकारिता के भीतर सीमा-शुल्क सहायक कलक्टर की शक्तियों का पालन और कर्तव्यों का निर्वहन करने के लिए नियुक्त करती है।

[सं० 4/फा० सं० 22/1/70-सी० शु० 4]

S.O. 407.—In exercise of the powers conferred by sub-section (1) of section 4 of the Customs Act, 1962 (52 of 1962), the Central Government hereby appoints Sarvashri S. K. Misra and A. K. Chhabra, Superintendents of Central Excise Class I, to exercise the powers and discharge the duties of Assistant Collectors of Customs, within the jurisdiction of the Collector of Customs, Bombay.

[No. 5/F. No. 22/1/70-Cus.IV.]

J. DATTA, Dy. Secy.

का० प्रा० 407 :—सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा सर्वश्री एस० के० मिश्र और ए० के० छाबड़ा, केन्द्रीय उत्पादन शुल्क अधीक्षक, वर्ग-1, को सीमा-शुल्क कलक्टर वर्ग-1 की अधिकारिता के भीतर सीमा-शुल्क सहायक कलक्टर की शक्तियों का पालन और कर्तव्यों का निर्वहन करने के लिए नियुक्त करती है।

[सं० 5/फा० नं० 22/1/70-सी० शु०-4]

ज्योतिर्मय दत्त, उप सचिव।

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 1st November 1969

S.O. 408.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Incometax Act, 1961 (43 of 1961) and all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby make the following amendment in the Schedule appended to its Notification No. 72 (F. No. 50/6/68-ITJ) dated the 20th August, 1968, namely:—

(1) In the said Schedule against Appellate Assistant Commissioner of Income-tax, Raipur Range, Raipur under column 2, the following shall be substituted:—

Raipur Range, Raipur.

1. I.T.O., A-Ward, Raipur.
2. I.T.O., B-Ward, Raipur.
3. I.T.O., C-Ward, Raipur.
4. I.T.O., D-Ward, Raipur.
5. I.T.O., E-Ward, Raipur.
6. I.T.O., Administration and Collection, Raipur.
7. I.T.O., Administration, Raipur.
8. I.T.O., Collection, Raipur.
9. I.T.O., Assessment-I, Raipur.
10. I.T.O., Assessment-II, Raipur.
11. I.T.O., Assessment-III, Raipur.
12. I.T.O., Assessment-IV, Raipur.
13. I.T.O., Assessment-V, Raipur.
14. I.T.O., Assessment-VI, Raipur.
15. I.T.O., Rajnandgaon.
16. I.T.O., A-Ward, Rajnandgaon.
17. I.T.O., B-Ward, Rajnandgaon.
18. I.T.O., Bilaspur.
19. I.T.O., A-Ward, Bilaspur.
20. I.T.O., B-Ward, Bilaspur.
21. I.T.O., C-Ward, Bilaspur.
22. I.T.O., A-Ward, Durg.
23. I.T.O., B-Ward, Durg.
24. I.T.O., C-Ward, Durg.
25. I.T.O., Raigarh.
26. I.T.O., A-Ward, Raigarh.
27. I.T.O., B-Ward, Raigarh.
28. I.T.O., Jagdalpur.

This notification shall take effect from 5th November, 1969

Explanatory Note:

The amendment has become necessary on account of creation of New Wards and to assign appellate jurisdiction to the newly created wards in the Commissioner's charge.

(The above note does not form a part of the notification, but is intended to be merely clarificatory).

[No. 146/F. No. 50/35/69-ITJ.]

केन्द्रीय प्रत्यक्ष कर बोर्ड

आयकर

नई दिल्ली, 1 नवम्बर, 1969

क्र० आ० 408 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करने हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड अपनी अधिसूचना सं०

72 (फा० सं० 50/6/68-आई टी जे) तारीख 20 अगस्त, 1968 में संलग्न अनुसूची में एनद्द्वारा निम्नलिखित संशोधन करता है, अर्थात् —

(1) उक्त अनुसूची में स्तम्भ 2 के अन्तर्गत अपीली महायक आयकर आयुक्त, रायपुर रेंज, रायपुर के सामने निम्नलिखित प्रतिस्थापित किया जाएगा :—

रायपुर रेंज, रायपुर

1. आयकर अधि० क-वार्ड, रायपुर
2. " " ख-वार्ड, रायपुर ।
3. " " ग-वार्ड, रायपुर ।
4. " " घ-वार्ड, रायपुर ।
5. " " ङ-वार्ड, रायपुर ।
6. " " प्रशासन और संग्रह, रायपुर ।
7. " " प्रशासन, रायपुर ।
8. " " संग्रह, रायपुर ।
9. " " निर्धारण-1, रायपुर ।
10. " " निर्धारण-2, रायपुर ।
11. " " निर्धारण-3, रायपुर ।
12. " " निर्धारण-4, रायपुर ।
13. " " निर्धारण-5, रायपुर ।
14. " " निर्धारण-6, रायपुर ।
15. " " राजनंदगांव ।
16. " " क-वार्ड, राजनंदगांव ।
17. " " ख-वार्ड, राजनंदगांव ।
18. " " बिलासपुर ।
19. " " क-वार्ड, बिलासपुर ।
20. " " ख-वार्ड, बिलासपुर ।
21. " " ग-वार्ड, बिलासपुर ।
22. " " क-वार्ड, दुर्ग ।
23. " " ख-वार्ड, दुर्ग ।
24. " " ग-वार्ड, दुर्ग ।
25. " " रायगढ़ ।
26. " " क-वार्ड, रायगढ़ ।
27. " " ख-वार्ड, रायगढ़ ।
28. " " जगदलपुर ।

यह अधिसूचना 5 नवम्बर, 1969 से प्रभावी होगी ।

स्पष्टीकरण दिप्पणी

यह संशोधन नये वार्डों के सृजन और आयुक्त के भार साधन में नये सृजित वार्डों की अपीली अधिकारिता का समन्वयन करने के कारण आवश्यक हो गया है ।

(उपर्युक्त दिप्पणी अधिसूचना का अंग नहीं है किन्तु केवल स्पष्टीकरण के लिए आशयित है) ।

[सं० 146 (फा० सं० 50/35/69-आई टी जे)] †

New Delhi, the 15th November 1969

S.O. 409.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and all other powers enabling it in that behalf and in supersession of all the previous notifications in this regard, the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioners of Income-tax of the Ranges specified in column 1 of the Schedule below shall perform their functions in respect of all persons and incomes assessed to Income-tax or Super-tax in the Income-tax Circles, Wards and Districts specified in the corresponding entry in column 2 thereof:—

SCHEDULE

Range	Income-tax Circles, Ward and District
I	2
A—Range, Indore	1. I.T.O., A-Ward, Indore. 2. " C-Ward, Indore. 3. " E-Ward, Indore. 4. " H-Ward, Indore. 5. " P-Ward, Indore. 6. " Q-Ward, Indore. 7. " Special Estate Duty-cum-Income-tax Circle, Indore. 8. " Khargone. 9. " Mhow.
B—Range, Indore	1. " Special Survey Circle, Indore. 2. " Special Investigation Circle, Indore. 3. " Central Circle, Indore. 4. " B-Ward, Indore. 5. " D-Ward, Indore. 6. " F-Ward, Indore. 7. " G-Ward, Indore. 8. " J-Ward, Indore. 9. " K-Ward, Indore. 10. " L-Ward, Indore. 11. " M-Ward, Indore. 12. " N-Ward, Indore. 13. " R-Ward, Indore.
Gwalior Range, Gwalior	1. " A-Ward, Gwalior. 2. " B-Ward, Gwalior. 3. " C-Ward, Gwalior. 4. " D-Ward, Gwalior. 5. " E-Ward, Gwalior. 6. " F-Ward, Gwalior. 7. " Guna. 8. " G-Ward, Gwalior. 9. " Vidisha.
Bhopal Range, Bhopal	1. " A-Ward, Bhopal. 2. " B-Ward, Bhopal. 3. " C-Ward, Bhopal. 4. " D-Ward, Bhopal. 5. " E-Ward, Bhopal. 6. " F-Ward, Bhopal. 7. " A-Ward, Ujjain. 8. " B-Ward, Ujjain. 9. " C-Ward, Ujjain. 10. " D-Ward, Ujjain. 11. " E-Ward, Ujjain. 12. " F-Ward, Ujjain.
Ratlam Range, Ratlam	1. " A-Ward, Ratlam. 2. " B-Ward, Ratlam. 3. " C-Ward, Ratlam. 4. " A-Ward, Mandsaur. 5. " B-Ward, Mandsaur. 6. " Mandsaur. 7. " Dhar.

Jabalpur Range, Jabalpur . . .	1.	I.T.O., Special Survey Circle, Jabalpur.
	2.	Central Circle, Jabalpur.
	3.	A-Ward, Jabalpur.
	4.	B-Ward, Jabalpur.
	5.	C-Ward, Jabalpur.
	6.	D-Ward, Jabalpur.
	7.	E-Ward, Jabalpur.
	8.	F-Ward, Jabalpur.
	9.	G-Ward, Jabalpur.
	10.	H-Ward, Jabalpur.
	11.	J-Ward, Jabalpur.
	12.	A-Ward, Katni.
	13.	B-Ward, Katni.
	14.	C-Ward, Katni.
Raipur Range, Raipur . . .	1.	A-Ward, Raipur.
	2.	B-Ward, Raipur.
	3.	C-Ward, Raipur.
	4.	D-Ward, Raipur.
	5.	E-Ward, Raipur.
	6.	Administration and Collection, Raipur.
	7.	Administration, Raipur.
	8.	Collection, Raipur.
	9.	Assessment-I, Raipur.
	10.	Assessment-II, Raipur.
	11.	Assessment-III, Raipur.
	12.	Assessment-IV, Raipur.
	13.	Assessment-V, Raipur.
	14.	Assessment-VI, Raipur.
	15.	Rajnandgaon.
	16.	A-Ward, Rajnandgaon.
	17.	B-Ward, Rajnandgaon.
	18.	Bilaspur.
	19.	A-Ward, Bilaspur.
	20.	B-Ward, Bilaspur.
	21.	C-Ward, Bilaspur.
	22.	A-Ward, Durg.
	23.	B-Ward, Durg.
	24.	C-Ward, Durg.
	25.	Raigarh.
	26.	A-Ward, Raigarh.
	27.	B-Ward, Raigarh.
	28.	Jagdarpur.
A-Range, Nagpur . . .	1.	A-Ward, Nagpur.
	2.	B-Ward, Nagpur.
	3.	E-Ward, Nagpur.
	4.	H-Ward, Nagpur.
	5.	Special Survey Circle, Nagpur.
	6.	City Circle, & Refunds, Nagpur.
	7.	Refund Circle, Nagpur.
	8.	Chhindwara.
	9.	A-Ward, Chhindwara.
	10.	B-Ward, Chhindwara.
	11.	City Circle Nagpur.
	12.	Special Estate Duty-cum-Income-tax Circle, Nagpur.
	13.	Salary Circles, Nagpur. (a) 1st ITO Salary Circle, Nagpur. (b) 2nd ITO Salary Circle, Nagpur. (c) 3rd ITO Salary Circle, Nagpur. (d) 2nd ITO Salary Circle & Refunds, Nagpur
	14.	Administration, Nagpur.
	15.	Collection, Nagpur.
	16.	Assessment-I, Nagpur.
	17.	Assessment-II, Nagpur.
	18.	Assessment-V, Nagpur.
	19.	Assessment-VIII, Nagpur.

A-Range, Nagpur	20. I.T.O., Assessment-XI, Nagpur.
	21. „ A-Ward, Sagar.
	22. „ B-Ward, Sagar.
	23. „ C-Ward, Sagar.
B-Range, Nagpur	1. I.T.O., C-Ward, Nagpur.
	2. „ D-Ward, Nagpur.
	3. „ F-Ward, Nagpur.
	4. „ G-Ward, Nagpur.
	5. „ Assessment-III, Nagpur.
	6. „ Assessment-IV, Nagpur.
	7. „ Assessment-VI, Nagpur.
	8. „ Assessment-VII, Nagpur.
	9. „ Assessment-IX, Nagpur.
	10. „ Assessment-X, Nagpur.
	11. „ Assessment-XII, Nagpur.
	12. „ Assessment-XIII, Nagpur.
	13. „ Assessment-XIV, Nagpur.
	14. „ Additional I.T.O., Collection, Nagpur.
	15. Additional I.T.O., Khandwa.
	16. I.T.O., Khandwa.
	17. „ A-Ward, Khandwa.
	18. „ B-Ward, Khandwa.
	19. „ Betul.
	20. „ A-Ward, Itarsi.
	21. „ B-Ward, Itarsi.
	22. „ A-Ward, Satna.
	23. „ B-Ward, Satna.
	24. „ C-Ward, Satna.
	25. „ D-Ward, Satna.

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before the A.A.C. of the Range from whom that income Circle, Ward or District or part thereof is transferred shall, from the date this notification shall take effect be transferred to and dealt with by the A.A.C. of the Range to whom the said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 15th November, 1969.

Explanatory Note:

The amendment has become necessary on account of re-allocation of work amongst the AACs in the Commissioner's charge.

(This note does not form a part of the notification, but is intended to be merely clarificatory).

[No. 148 (F. No. 50/35/69-ITJ).]

Y. SINGH, under Secy.

नई दिल्ली, 15 नवम्बर, 1969

एस० एच० 409.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त अपने को समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, तथा इस संबंध की सभी पूर्ण अधिसूचनाओं को अधिष्ठात करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निवेश देता है कि नीचे की अनुसूची के स्तम्भ 1 में विनिर्दिष्ट क्षेत्रों के अपीली सहायक आयकर आयुक्त उन सभी व्यक्तियों के और उस आय के संबंध में अपने कृत्यों का पालन करेंगे जो उस अनुसूची के स्तम्भ 2 की तत्स्थानी प्रविष्टि में विनिर्दिष्ट आयकर सर्किलों, वाडों और जिलों में आयकर या अधिष्ठात के लिए निर्धारित हुए हैं।

अनुसूची

रेज	आयकर सकिने, वार्ड और जिला
1	2
क-रेज, इंदौर	1. आय-कर अधि०, क-वार्ड, इंदौर । 2. " " ग-वार्ड, इंदौर । 3. " " इ-वार्ड, इंदौर । 4. " " ज-वार्ड, इंदौर । 5. " " त-वार्ड, इंदौर । 6. " " थ-वार्ड, इंदौर । 7. " " विशेष सम्पदा शुल्क एवं आयकर सकिने, इंदौर । 8. " " खरगोन । 9. " " महु ।
ख-रेज, इंदौर	1. " " विशेष सर्वेक्षण सकिने, इंदौर । 2. " " विशेष अन्वेषण सकिने, इंदौर । 3. " " केन्द्रीय सकिने, इंदौर । 4. " " ख-वार्ड, इंदौर । 5. " " घ-वार्ड, इंदौर । 6. " " ञ-वार्ड, इंदौर । 7. " " छ-वार्ड, इंदौर । 8. " " झ-वार्ड, इंदौर । 9. " " ट-वार्ड, इंदौर । 10. " " ठ-वार्ड, इंदौर । 11. " " ड-वार्ड, इंदौर । 12. " " ढ-वार्ड, इंदौर । 13. " " द-वार्ड, इंदौर ।
ग्वालियर रेज, ग्वालियर	1. " " क-वार्ड, ग्वालियर । 2. " " ख-वार्ड, ग्वालियर । 3. " " ग-वार्ड, ग्वालियर । 4. " " घ-वार्ड, ग्वालियर । 5. " " इ-वार्ड, ग्वालियर । 6. " " ञ-वार्ड, ग्वालियर । 7. " " गना । 8. " " छ-वार्ड, ग्वालियर । 9. " " विदिशा ।

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भोपाल रेंज, भोपाल	1. प्राय-कर अधि०	क-वार्ड, भोपाल ।
	2. " "	ख-वार्ड, भोपाल ।
	3. " "	ग-वार्ड, भोपाल ।
	4. " "	घ-वार्ड, भोपाल ।
	5. " "	ङ-वार्ड, भोपाल ।
	6. " "	च-वार्ड, भोपाल ।
	7. " "	क-वार्ड, उज्जैन ।
	8. " "	ख-वार्ड, उज्जैन ।
	9. " "	ग-वार्ड, उज्जैन ।
	10. " "	घ-वार्ड, उज्जैन ।
	11. " "	ङ-वार्ड, उज्जैन ।
	12. " "	च-वार्ड, उज्जैन ।
रतलाम रेंज, रतलाम ;	1. " "	क-वार्ड, रतलाम ।
	2. " "	ख-वार्ड, रतलाम ।
	3. " "	ग-वार्ड, रतलाम ।
	4. " "	क-वार्ड, मंदसौर ।
	5. " "	ख-वार्ड, मंदसौर ।
	6. " "	मंदसौर ।
	7. " "	घार ।
जबलपुर रेंज जबलपुर	1. " "	विशेष सर्वेक्षण सक्षि, जबलपुर :
	2. " "	केन्द्रीय सक्षि, जबलपुर ।
	3. " "	क-वार्ड, जबलपुर ।
	4. " "	ख-वार्ड, जबलपुर ।
	5. " "	ग-वार्ड, जबलपुर ।
	6. " "	घ-वार्ड, जबलपुर ।
	7. " "	ङ-वार्ड, जबलपुर ।
	8. " "	च-वार्ड, जबलपुर ।
	9. " "	छ-वार्ड, जबलपुर ।
	10. " "	ज-वार्ड, जबलपुर ।
	11. " "	झ-वार्ड, जबलपुर ।
	12. " "	क-वार्ड, कटनी ।
	13. " "	ख-वार्ड, कटनी ।
	14. " "	ग-वार्ड, कटनी ।
रायपुर रेंज, रायपुर	1. " "	क-वार्ड, रायपुर ।
	2. " "	ख-वार्ड, रायपुर ।
	3. " "	ग-वार्ड, रायपुर ।
	4. " "	घ-वार्ड, रायपुर ।

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	5. प्राय-कर अधि० इ-वार्ड, रायपुर ।
	6. " " प्रशासन और संग्रह, रायपुर ।
	7. " " प्रशासन, रायपुर ।
	8. " " संग्रह, रायपुर ।
	9. " " निर्धारण-I, रायपुर ।
	10. " " निर्धारण-II, रायपुर ।
	11. " " निर्धारण-III, रायपुर ।
	12. " " निर्धारण-IV, रायपुर ।
	13. " " निर्धारण-V, रायपुर ।
	14. " " निर्धारण-VI, रायपुर ।
	15. " " राजनन्द गांव ।
	16. " " क-वार्ड, राजनन्द गांव ।
	17. " " ख-वार्ड, राजनन्द गांव ।
	18. " " बिलासपुर ।
	19. " " क-वार्ड, बिलासपुर ।
	20. " " ख-वार्ड, बिलासपुर ।
	21. " " ग-वार्ड, बिलासपुर ।
	22. " " क-वार्ड, दुर्ग ।
	23. " " ख-वार्ड, दुर्ग ।
	24. " " ग-वार्ड, दुर्ग ।
	25. " " रायगढ़ ।
	26. " " क-वार्ड, रायगढ़ ।
	27. " " ख-वार्ड, रायगढ़ ।
	28. " " जगदलपुर ।
क-रेंज, नागपुर ।	1. " " क-वार्ड, नागपुर ।
	2. " " ख-वार्ड, नागपुर ।
	3. " " इ-वार्ड, नागपुर ।
	4. " " ज-वार्ड, नागपुर ।
	5. " " विशेष सर्वेक्षण सफिल, नागपुर ।
	6. " " नगर सफिल और प्रतिदाय, नागपुर ।
	7. " " प्रतिदाय सफिल, नागपुर ।
	8. " " छिदवाड़ा ।
	9. " " क-वार्ड, छिदवाड़ा ।
	10. " " ख-वार्ड, छिदवाड़ा ।
	11. " " नगर सफिल, नागपुर ।
	12. " " विशेष सम्पदा शुल्क-कम-प्राय कर सफिल, नागपुर ।

1.

2.

13. आय-कर अधि० वेतन सकिंल, नागपुर ।

(क) प्रथम आ० क० अधि० वेतन
सकिंल, नागपुर ।

(ख) द्वितीय आ० का० अधि०
वेतन सकिंल, नागपुर ।

(ग) तृतीय आ० क० अधि० वेतन
सकिंल, नागपुर ।

(घ) द्वितीय आ० क० अधि०
सकिंल और प्रतिदाय, नागपुर ।

14. " " प्रशासन, नागपुर ।

15. " " संग्रह, नागपुर ।

16. " " निर्धारण I, नागपुर ।

17. " " निर्धारण II, नागपुर ।

18. " " निर्धारण IV, नागपुर ।

19. " " निर्धारण VIII, नागपुर ।

20. " " निर्धारण, XI नागपुर ।

21. " " क-वार्ड, सागर ।

22. " " ख-वार्ड, सागर ।

23. " " ग-वार्ड, सागर ।

ख-रेज, नागपुर

1. " " ग-वार्ड, नागपुर ।

2. " " घ-वार्ड, नागपुर ।

3. " " च-वार्ड, नागपुर ।

4. " " छ-वार्ड, नागपुर ।

5. " " निर्धारण III, नागपुर ।

6. " " निर्धारण IV, नागपुर ।

7. " " निर्धारण VI, नागपुर ।

8. " " निर्धारण VII नागपुर ।

9. " " निर्धारण नागपुर ।

10. " " निर्धारण X, नागपुर ।

11. " " निर्धारण XII, नागपुर ।

12. " " निर्धारण XIII, नागपुर ।

13. " " निर्धारण XIV, नागपुर ।

14. " " अतिरिक्त आ० क० अधि०, संग्रह
नागपुर ।

15. " " अतिरिक्त आ० क० अधि०, खंडवा ।

16. " " खंडवा ।

17. " " क-वार्ड, खंडवा ।

18. " " ख-वार्ड, खंडवा ।

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19. आयकर अधि० वेतूल ।
 20. " " क-वार्ड, इटारसी ।
 21. " " ख-वार्ड, इटारसी ।
 22. " " क-वार्ड, सतना ।
 23. " " ख-वार्ड, सतना ।
 24. " " ग-वार्ड, सतना ।
 25. " " घ-वार्ड, सतना ।

जहाँ कि इस अधिसूचना द्वारा कोई आय-कर सर्किल, वार्ड या जिला या उसका कोई भाग एक रेंज से दूसरे रेंज को अन्तर्गत हो गया हो वहाँ उस आयकर सर्किल, वार्ड या जिले या उसके किसी भाग में निर्धारणों के परिणामस्वरूप की गई अपीलें, जो इस अधिसूचना की तारीख से ठीक पहले उस रेंज के अपीली सहायक आयुक्त के समक्ष लम्बित थी, जिससे वह आय कर सर्किल, वार्ड या जिला या उसका कोई भाग अन्तर्गत कर दिया है, इस अधिसूचना के प्रभावी होने की तारीख से उस रेंज के, जिसको उक्त सर्किल, वार्ड या जिला या उसका कोई भाग अन्तर्गत कर दिया गया, अपीली सहायक आयुक्त को अन्तर्गत कर दी जाएगी । उनके सम्बन्ध में कार्यवाही उक्त अपीली सहायक आयुक्त द्वारा की जाएगी ।

यह अधिसूचना 15 नवम्बर, 1969 से प्रभावी होगी ।

स्पष्टीकरण दिव्यः :

आयुक्त के भार साधन क्षेत्र में अपीली सहायक आयुक्तों के बीच कार्यों का पुनः बाँटन के कारण संशोधन करना आवश्यक हो गया ।

(उपयुक्त दिव्य अधिसूचना का अंग नहीं है किन्तु केवल स्पष्टीकरण के लिए प्राशयित है) ।

[सं 148 (फा० सं० 50/35/69-आई टी जे)]

वाई० सिंह, अवर सचिव ।

INCOME-TAX

New Delhi, the 29th January 1970

S.O. 410.—In exercise of the powers conferred by the proviso to sub-section (1) of Section 211 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby authorises all companies falling under clause (i) of that sub-section and who carry on the business of insurance in India to pay the last instalment of the advance tax on the 15th day of March during a financial year, instead of on the 15th day of December.

[No. 16 (F. No. 5/22/69-ITCC.)]

R. D. SAXENA, Secy.

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

(Deptt. of Agriculture)

CORRIGENDUM

New Delhi, the 27th January 1970

S.O. 411.—In the notification of the Government of India in the Ministry of Food, Agriculture, Community Development and Co-operation (Department of Agriculture) No. S.O. 3246, dated the 5th August, 1969 and published in the Gazette of India, Part II, Section 3, sub-section (ii) Issue No. 33 on pages 3461 to 3463, on 16th August, 1969 the following corrections, are notified:—

Page 3462

1. In the first line, the C of cardamom should be capital C.
2. In the eleventh line, there should be a full stop (.) after the number 5.
3. In the sixth line of para 5(3), the word 'figures' should read as 'figure' and the P of word produce should be capital P.
4. In the sixth and seventh lines of para 5(3), the words 'भारत का उत्पाद' should be replaced with the words 'भारतीय उत्पाद'.
5. After '6: Method of Marking:', there should be adash (—).
6. In the fifth line of para 6(3), there should be inverted comas (") after the last word rules.
7. Under Schedule VI A, the heading 'Total as per cent by weight maximum' should read as 'Total ash per cent by weight maximum'.
8. Under Schedule VI A, the word 'Standard' and the figure '14.0', '8.0' and '3.0' should be exactly below the columns 1, 2, 3 and 4 respectively.

Page 3463

9. In the fourth line of para 3 under column 5, the letter 't' may be inserted after the letter 'o' so that the word reads as 'of'.
10. In the fifth line of para 3 under column 5, the word 'qasses' should be corrected to read as 'passes'.

[No. 13-25/68-LA.]

B. R. KAPOOR, Under Secy.

खाद्य, कृषि, सामुदायिक विकास तथा सहकारिता मंत्रालय

(कृषि विभाग)

नई दिल्ली, 2 दिसम्बर, 1969

का० खा० 4948:— पशु कृता निवारण अधिनियम 1960 (1960 का 59) के खंड 37 के साथ पढ़े जाने पर उपखंड (3) के खंड 1 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुये, केन्द्रीय सरकार एतद्वारा महाराष्ट्र सरकार को तय कथित अधिनियम के खंड 34, 35 (2) और 35 (3) के लिये नियम बना सकने अथवा पशु-चिकित्सा अधिकारियों को अधिकृत करने के लिये प्राधिकृत करती है।

[संख्या 34-4/69 पशुधन विकास III]

संतोष सिंह, अवसर सचिव।

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 21st January 1970

S.O. 412.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the

Director General, Posts and Telegraphs, hereby specifies the 16th February, 1970 as the date on which the Measured Rate System will be introduced in Dhamtari Telephone Exchange, M. P. Circle.

[No. 5-24/70-PHB(2).]

D. R. BAHL,
Assistant Director General (PHB).

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 21 जनवरी 1970

का० आ० 412:—स्थायी आदेश क्रम संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये 1951 के भारतीय तार नियमों के नियम 434 के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने धामतारी टेलीफोन केन्द्र में 16 फरवरी 1970 से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० 5-24/70-पी०एच०बी०]

डी० आर० बहल,
सहायक महानिदेशक (पी० एच० बी०)

विदेशी व्यापार मंत्रालय

नई दिल्ली, 16 दिसम्बर, 1969

का० आ० 5015:—वस्त्र समिति नियम, 1965 के नियम 3 के साथ पठित वस्त्र समिति अधिनियम, 1963 (1963 का 41) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा —

- (1) श्री आर० महादेवन, उपसचिव, वित्त मंत्रालय, नई दिल्ली,
- (2) उत्तर प्रदेश सूती वस्त्र मिल मालिक संगम, कानपुर के अध्यक्ष,
- (3) अहमदाबाद वस्त्र उद्योग अनुसंधान संगम, अहमदाबाद के निदेशक,
- (4) श्री एल० पी० गुप्ता, भारतीय वस्त्र कं० प्राइवेट, लिमिटेड ग्रेट ईस्टर्न होटल, कलकत्ता-1,
- (5) श्री जी० के० सिंहानिया, धरेमंड वूलन मिल्स लिमिटेड जे० के० भवन, दौगल रोड, बैलाड एस्टेट, बम्बई-1
- (6) श्री हर्षवर्दन मंगलदास, मंगलदास रोड, एलिस ब्रिज, अहमदाबाद-6 को वस्त्र समिति के सदस्यों की हैसियत में नियुक्त करती है और भारत सरकार के भूतपूर्व वाणिज्य मंत्रालय की अधिसूचना सं० का० आ० 2788, तारीख 19 जुलाई, 1968 में निम्नलिखित और आगे संशोधित करती है, अर्थात:—

उक्त अधिसूचना में, सब (के एलियाट्ट स्ट्रेंथ शीट के नीचे निम्नलिखित मदों को जोड़ दिया जाएगा, अर्थात:—

- (7) श्री आर० महादेवन, उपसचिव, वित्त मंत्रालय, नई दिल्ली,
- (8) उत्तर प्रदेश सूती वस्त्र मिल मालिक संगम, कानपुर के अध्यक्ष,

- (9) अहमदाबाद वस्त्र उद्योग अनुसंधान मंगम, अहमदाबाद के निदेशक,
- (10) श्री एल० पी० गुप्ता मार्फत, भारतीय वस्त्र कं० प्राइवेट लिमिटेड ग्रेट ईस्टर्न होटल, कलकत्ता-1,
- (11) श्री जी० के० सिंहानिया मार्फत, द रेमंड वूलन मिल्स लिमिटेड जे० के० भवन, दीगल रोड, बैलार्ड एस्टेट, बम्बई-1,
- (12) श्री हर्षवर्दन मंगलदास, मंगलदास रोड, एलिस ब्रिज, अहमदाबाद-6

[सं० फा० 18/30/69-टैक्स-क]

एच० के० बंसल, उप-सचिव ।

MINISTRY OF FOREIGN TRADE AND SUPPLY

(Office of the Jt. Chief Controller of Import and Exports)

ORDER

Calcutta, the 9th October 1969

S.O. 413.—M/s. Associated Automobiles, P-39, Mission Row Extension, Cal-13 were granted licence No. P/AD/2016944/T/DL/24/C/C/23-24/US-Aid Loan-160 on 27th March, 1967. They have applied for a duplicate customs purposes copy of the said licence on the ground that the original customs purposes copy of the licence has been lost or misplaced. It is further stated that the original licence was registered with the Customs House at Calcutta and partly utilised.

In support of their contention the applicants have filed an affidavit. I am satisfied that the original customs purposes copy of the licence No. P/AD/2016944/T/DL/24/C/C/23-24/US-Aid Loan 160 dated 27th March, 1967 has been lost, and direct that a duplicate customs purposes of licence should be issued to the applicants. The original licence is cancelled.

[No. 65(5)(II)(a)-V/US-Aid/090/AM'67/AU-III.]

M. S. PURI,

Dy. Chief Controller of Imports and Exports.

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Bombay, the 16th December 1969

SUBJECT.—Order for cancellation of Custom Purposes and Exchange Control copies of licence No. P/M/1310124 dated 28th January, 1969 for Rs. 3106/- issue in favour of M/s. Chemisol Industries, 41, Princess Street, Bombay-2.

S.O. 414.—M/s. Chemisol Industries, Bombay-2 were granted an import licence (both copies) No. P/M/1310124 dated 28th January, 1969 for Rs. 3106/- for import of items shown on the reverse of this order for the licensing period JM-68 from G.C.A. They have applied for the duplicate of the Customs purposes and Exchange Control copies of the said licence on the ground that the original Customs purpose and Exchange Control copies of the licence have been lost. It is further stated that the original licence was not registered with any Customs House and was unutilised.

In support of this contention the applicants have filed an affidavit on stamp paper duly attested before the Registrar & Presidency Magistrate, Explanade, Bombay. I am satisfied that the original Customs purpose and Exchange Control copies of the licence No. P/M/1310124 dated 28th January, 1969 for Rs. 3106/- have been lost and have directed that the duplicate of the Customs purposes and Exchange Control copies of the licence should be issued to the applicants. The

original Customs purposes and Exchange Control copies of the licence No. P/M/1310124 dated 28th January, 1969 are to be treated as cancelled.

[No. 2/69.]

Smt. M. D'COSTA,

Dy. Chief Controller of Imports,
for Jt. Chief Controller of Imports & Exports.

(Office of the Joint Chief Controller of Imports and Exports)

(Central Licensing Area)

ORDERS

New Delhi, the 26th November 1969

S.O. 415.—Licence Nos. (1) P/D/8538328 dt. 21-8-69 for Rs. 1,79,700/- for C.R. C.A. Sheets (2) P/D/8538327 dt. 21-8-69 for Rs. 96,300/- for C.R. C.A. Sheets were issued to M/s. Janta Tin Containers, Beri Bagh, Saharanpur (U.P.) subject to the condition that all items of goods imported under them would be used only in their factory at the address shown in the application against which the licences are issued and no portion thereof would be sold to any other party or utilised or permitted to be used in any other manner.

2. Thereafter, a show cause notice No J-19/69/ENF/CLA/7204 dated 1st November, 1969 was issued asking them to show cause within 15 days as to why the said licences in their favour should not be cancelled on the ground that the Central Government is satisfied that the licences will not serve the purpose for which these were granted as their unit is not in existence, in terms of Clause 9, sub-clause (cc) of Imports (Control) Order, 1955, as amended.

3. The said show cause notice sent to M/s. Janta Tin Containers Beri Bagh, Saharanpur (U.P.) has been received back undelivered with the remarks of the Postal authorities "Left without address."

4. Having regard to what has been stated in the preceeding paragraph, the undersigned is satisfied that the licences in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9, sub-clause (cc) of the Imports (Control) Order, 1955, as amended hereby cancel the licences Nos:—

1. P/D/8538328 dated 21-8-69 and

2. P/D/8538327 dated 21-8-69.

issued in favour of M/s. Janta Tin Containers, Beri Bagh, Saharanpur (U.P.).

[No. J-19/69ENF/CLA/7998.]

New Delhi, the 24th January 1970

S.O. 416.—Licence No. P/SS/1610064/C, dated 1st March, 1968, for Rs. 9464 for the import of A.P. Sheets, G.P. Scraps, P.M. Tools and Brass Scrap was issued to M/s. Wadhawan Industrial Works, 11-Industrial Area, Chandigarh subject to the conditions that all items of goods imported under it would be used only in the licence holder's factory at the address shown in the application against which the licence was issued and that no portion thereof would be sold to any other party or utilized or permitted to be used in any other manner.

2. Thereafter, a show cause notice No. W-4/69/ENF/CLA/9096, dated 23rd December, 1969, was issued asking them to show cause within 15 days as to why the said licence in their favour should not be cancelled on the ground that they had stopped functioning in terms of Clause 9, sub-clause (cc) of Imports (Control) Order, 1955, as amended.

3. The aforesaid show cause notice for cancellation of the said licence has also been received back as undelivered which shows that the said firm have gone out of existence.

4. Having regard to what has been stated in the preceeding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers

vested in him under Clause 9 sub-clause (cc) of the Imports (Control) Order, 1955, as amended hereby cancel the licence No. P/SS/1610064/C, dated 1st March, 1968, for Rs. 9484 issued in favour of M/s. Wadhawan Industrial Works, 11, Industrial Area, Chandigarh.

[No. W-4/69/ENF/CLA/10807.]

CANCELLATION ORDERS

New Delhi, the 24th December 1969

S.O. 417.—M/s. Kapurthala Northern India Hanneities Limited, Kapurthala were granted import licence No. 2576326 dated 30th January, 1967. They have applied for duplicate copy (Exchange Control copy) of licence on the ground that the original Exchange Control purposes copy has been lost or misplaced. It is further stated that the original Exchange Control purposes copy was not utilised.

In support of this contention, the applicant has filed an affidavit. I am satisfied that the original licence (Exchange Control copy) has been misplaced and direct that duplicate licence (Exchange purposes copy) should be issued to the applicant. The original Exchange Control purposes copy is cancelled.

[No. Leather-46/1966/EPS-II/SC. IV/CLA/3084 to 3102.]

S.O. 418.—M/s. Wings Wear Corporation (Export), 10/59 Kirti Nagar, Industrial Area, New Delhi were granted Import Licence No. P/L/1300483/C dated 28th December, 1968 for Rs. 77501/-. They have applied for duplicate copy (Exchange Control Purposes) of the licence on the ground that the original Exchange Control Purposes Copy thereof has been lost or misplaced after having been registered with Customs Authorities at Bombay and after having been utilised upto Rs. 60475.97.

In support of this contention the applicant has filed an affidavit. I am satisfied that the original licence No. P/L/1300483/C dated 28th December, 1968 (Exchange Control Purposes) has been misplaced/lost and direct that Duplicate Licence (exchange control purposes copy) should be issued to the applicant. The original licence (Exchange Control Purposes Copy) is cancelled.

[No. RMG.4/JS.68/SC.III/CLA.]

New Delhi, the 30th January 1970

S.O. 419.—The State Trading Corporation of India Ltd., Express Bldg., Bahadur Shah Zafar Marg, New Delhi were granted import licence No. P/L/1314897/C dated 31st March 1969 for Rs. 19,206. They have applied for duplicate Customs Purposes Copy of the licence with letter of Authority in favour of M/s. Mohini Hosiery Mills, 420 Industrial Area-A, Ludhiana on the ground that the original Customs Purposes Copy both licence and L/A have been misplaced without having been registered with any customs authorities and without having been utilised at all.

In support of this contention the applicant has filed an affidavit. I am satisfied that the original Customs Purposes Copy of the licence No. P/L/1314897/C dated 21st March 1969 with L/A (Customs copy) have been misplaced and direct that duplicate Customs Purposes Copy of the licence should be issued to the S.T.C. New Delhi with letter of Authority in favour of the applicant firm. The original Customs Purposes Copy of the licence and L/A (Customs Copy) are cancelled.

[No. WH.30/Oct.68/SC.II/CLA/1941 to 1971.]

RAM MURTI SHARMA,

Joint Chief Controller of Imports & Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 13th January 1970

S.O. 420.—M/s. State Trading Corporation of India Ltd., New Delhi, were granted an import sub licence No.G/T/2338713/M/CN/33/H/29 30, dated 25th November 1969, for Rs. 4,75,000 (Rupees Four lakh and seventy five thousand only). They have applied for the issue of a duplicate Customs Purposes copy of

the said sub licence on the ground that the original Customs Purposes copy has been lost/misplaced. It is further stated that the original Customs Purposes copy was registered with the Customs authorities at Bombay Port and it was not utilised.

2. In support of this contention the applicant has filed an affidavit, I am accordingly satisfied that the original Customs Purposes copy of the said licence has been lost. Therefore in exercise of the powers conferred under Sub-Clause 9(cc) of the Imports (Control) Order, 1955 dated 7th December 1955 as amended the said original Customs Purposes copy of sub licence No. G/T/2338713/M/CN/33/H/29.30 dated 25th November 1969, issued to M/s. State Trading Corporation of India Ltd., New Delhi, is hereby cancelled.

3. A duplicate Customs Purposes copy of the said licence is being issued separately to the licensee.

[No. 44.V/PB.STC/CAN/Loan/1969-70/NPCIB.]

S. K USMANI,

Deputy Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 30th January 1970

S.O. 421.—M/s. Indian Express Newspapers (Bombay) Pvt. Ltd., Bombay were granted an import licence No. /C/2050262/R/AX/29/H/16/CG.IV dated 23rd November 1968 for Rs. 2,04,750 (Rupees two lakhs, four thousand, seven hundred and fifty only). They have applied for the issue of duplicate Customs and Exchange Control Purposes copies of the said licence on the ground that the original Customs Purposes and Exchange Control purposes copies have been lost/Misplaced. The licence is stated to have been utilised for Rs. Nil and the balance available on it is stated to be Rs. 2,04,750 (Rupees two lakhs, four thousand, seven hundred and fifty only).

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original Customs and Exchange Control Purposes copies of the said licence have been lost. Therefore, in exercise of the powers conferred under Sub-Clause 9(cc) of the Imports (Control) Order, 1955, dated 7th December, 1955 as amended, the said original Customs and Exchange Control purposes copies of licence No. P/C/2050262 dated 23rd November 1968 issued to M/s. Indian Express Newspapers (Bombay) Pvt. Ltd., Bombay are hereby cancelled.

3. A duplicate Customs Purposes copy as well as a duplicate Exchange Control Purposes copy of the said licence are being issued separately to the licensee.

[No. 27(15)/64-65/CG.IV/1695.]

H. D. GUPTA,

Deputy Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 31st January 1970

S.O. 422.—M/s. Birla Jute Mfg. Company Ltd.; Cement Division, Satna Cement Works, 15-India Exchange Place, Calcutta were granted licence No. P/D/2165823/C/XX, dated 15th November, 1968, for import of spares for Cement Mfg. Plant for Rs. 50,000 from General Area. They have applied for issue of a duplicate licence on the ground that the original has been misplaced/lost having been registered with Bombay Customs authority and utilised to the extent of Rs. 3,426.

2. In support of this contention M/s. Birla Jute Mfg. Co. Ltd.; Calcutta have produced an affidavit. The undersigned is satisfied that the original licence has been lost/misplaced. Therefore, in exercise of the power conferred under Clause

9(c) of the Import Control Order, 1955, dated 7th December, 1955, as amended, the original exchange copy is hereby cancelled.

3. A duplicate exchange copy is being issued separately.

[No. Cement/11(1)/68-69/R.M.6/1317.]

G. S. SHARMA,

Dy. Chief Controller of Imports and Exports.

MINISTRY OF INFORMATION AND BROADCASTING

ORDERS

New Delhi, the 27th January 1970

S.O. 423.—In pursuance of the directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Films Advisory Board, Bombay hereby approves the film/specified in column 2 of the Second Schedule annexed hereto in Gujarati to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section 4 of the Section 12 and 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XVII of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news & current events or a documentary film.
I.	Mahitichitra No. 117	248.84m	Director of Information, Government of Gujarat, Sachivalaya, Ahmedabad 15.		Film dealing with news and current events (For release in Gujarat Circuit only).

[No. F. 28/1/70-FP. App. 1414.]

सूचना और प्रसारण मंत्रालय

आदेश

नई दिल्ली, 27 जनवरी, 1970

ए.स.ओ. 423.—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एतद्द्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2

में दी गई फिल्म को उसके गुजराती भाषा रूपान्तर सहित, जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

प्रथम अनुसूची

- (1) चलचित्र अधिनियम, 1952 (1952 का 37वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16।
- (2) बम्बई सिनेमा (विनियम) अधिनियम 1953 (1953 का 17वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9।
- (3) सौराष्ट्र सिनेमा (विनियम) अधिनियम 1953 (1953 का 17वां सौराष्ट्र अधिनियम) की धारा 5 की उपधारा (4) तथा धारा 9।

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	फिल्म की लम्बाई 35 मि०मी०	आवेदक का नाम	निर्माता का नाम	क्या फिल्म है या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेंट्री फिल्म है
1	2	3	4	5	6
1.	महितीचित्रा संख्या 117	248.84 मीटर	सूचना निदेशक, गुजरात सरकार, सचि- वालय, अहमदाबाद-15		समाचार और सामयिक घटनाओं से सम्बन्धित फिल्म (केवल गुजरात सिफ्ट के लिए)।

[सं० एफ० 28/1/70-एफ०पी-परिशिष्ट 1414]

S.O. 424.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news & current events or a documentary film.
1	2	3	4	5	6
1.	Anmol Sangraha	604.11m	Director of Publicity, Government of Maharashtra 68, Film Centre, Tardeo Road, Bombay-34.		Film dealing with news and current events (for release in Maharashtra circuit only).

[No. F. 28/1/70-FP. App. 1415.]

K. K. KHAN, Under Secy.

एत० प्रो० 424:—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एतद्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्म को उसके सभी भाषाओं के रूपान्तर सहित, जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

प्रथम अनुसूची

- (1) चलचित्र अधिनियम, 1952 (1952 का 37वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16।
- (2) बम्बई सिनेमा (विनियम) अधिनियम 1953 (1953 का 11वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9।

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या फिल्म है या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकु-मैन्ट्री फिल्म है
1	2	3	4	5	6
1.	अनमोल संग्रह	604.11 मीटर	प्रचार निदेशक, महाराष्ट्र सरकार, 68, फिल्म सेंटर, तारदेव रोड, 34.	समाचार और सामयिक घटनाओं की फिल्म (केवल महाराष्ट्र सर्किट के लिए)	

[संख्या एफ० 28/1/70 एफ० पी०-परिशिष्ट 1415]

के० के० खान, अवर सचिव

(Department of Mines and Metals)

New Delhi, the 22nd January 1970

S.O. 425.—In exercise of the powers conferred by sub-section (1) of section 15 of the Coal Mines (Conservation and Safety) Act, 1952 (12 of 1952), read with rule 21 of the Coal Mines (Conservation and Safety) Rules, 1954, the Central Government hereby makes the following further amendments to the notification of the Government of India in the late Ministry of Steel, Mines and Metals (Department of Mines and Metals) No. S.O. 3989, dated the 28th October, 1967 relating to the reconstitution of the Advisory Committee on Stowing, namely :—

In the said notification, for item 7 and the entries relating thereto, the following shall be substituted, namely:--

"7. Shri Rasbiklal Worah President.
Indian Colliery Owners Association
C/o. M/s. K. Worah & Co. (P) Ltd.,
135, Biplabi Rashbehari Basu Road.
Calcutta-1.

[No. C5-4(2)/67-C4.]

V. K. HARURAY, Under Secy.

(Department of Petroleum)

New Delhi, the 23rd January 1970

S.O. 426.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from the drill sites well No. K-129 to GGS-VI in the Kalol Oil-Field, in Gajarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda-4, in the Office of the Gujarat Pipelines (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For laying pipeline from Well No. 129 KHU to GGS VI

State—Gujarat

Distt—Mehsana

Tal.—Kadi

Village	S. No.	Hectare	Ac.	P. Ac.
Zulasan	539	0	3	05
"	540	1	0	37
"	554/5	0	2	93
"	554/4	1	0	17
"	554/3	0	3	54
"	554/2	1	3	18
"	554/1	0	0	50
"	557	0	6	95

[No. 20/3/67-IOC/Lab. & Legis.]

S.O. 427. Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from GGS II to flare point in the Nawagam Oil-Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (1) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpara Road, Near Central Workshop, Baroda-4, in the Office of the Gujarat Pipelines (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Laying Pipeline from G G.S. II to Flare in Nawagam Oil-Field

State—Gujarat.		District—Kaira		Taluka—Matr.	
Village	Sl. No.]	Hectare	Acre.	P. Acre	
Kathawada	388	0	8	75	
	405	0	10	12	
	406	0	4	57	
	407	0	1	25	
	409	0	2	75	
	408	0	7	63	

[No. 20/3/67-IOC/Lab. & Legis.]

New Delhi, the 27th January 1970

S.O. 428.—Whereas it appears in the Central Government that it is necessary in the public interest that for the transport of Petroleum from the drill sites well No. 128 (KJG) to GGS IV in the Kalol Oil-Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto

2. Now, therefore, in exercise of the powers conferred by Sub-section (1) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda-4, in the Office of the Gujarat Pipelines (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For laying Pipeline from Well No. 128 (KJG) To GGS IV

State—Gujarat		District—Mehsana		Taluka—Kalol	
Village	Survey No.	Hectare	Acre.	P. Acre.	
Dhamasana	700/1	0	8	72	
	701	0	11	20	
	702	0	13	61	

Village	Survey No.	Hectare	Are.	P. Are
Dhamasana—contd.	703/1	0	0	91
	V.P. Cart Track	0	0	78
	823	0	14	11
	826	0	11	12
	828/2	0	2	90
	827	0		25
	828/1	0	11	70
	887	0	9	00
	884	0	9	46
	890/1	0	1	52
	884	0	2	78
	895/2	0	8	84
	883	0	12	48

[No. 20/3/67-IOC/Lab.&Legis.]

S.O. 429.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from the drill sites well No. K-65 to GGS IV in the Kalol Oil-Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda-4, in the Office of the Gujarat Pipelines (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Land to be Acquired for Lying Pipeline from well No. K-65 to GGS-IV.

State—Gujarat

District—Mehsana

Taluka—Kalol

Village	Survey No.	Hectare	Are.	P. Are.
Island	388/1	0	3	51
	388/2	0	4	94
	389	0	10	40
	V. P. Cart Track	0	0	74
	401	0	3	51
	V. P. Cart Track	0	1	39
	218	0	1	50
	216/4	0	11	36
	213	0	6	65
	1009	0	10	57
Dhamasana	1010	0	10	27
	1005/2	0	7	02
	999	0	1	52
	989/2	0	10	79
	989/1	0	2	01
	990/1	0	00	50
	1001	0	12	26
	1000	0	11	96

Village	Survey No.	Hectare	Are	P. Are.
Dhamasara—contd.	992/2 . . .	0	1	76
	999 . . .	0	9	91
	998 . . .	0	13	52
	V. P. Cart Track . . .	0	2	28
	926 . . .	0	7	78
	925 . . .	0	3	47
	927/2 . . .	0	3	35
	924 . . .	0	5	94
	923 . . .	0	9	66
	V. P. Water tank . . .			
	906 . . .	0	6	50
	906/2 . . .	0	6	24
	907 . . .	0	12	68
	V. P. Cart Track . . .	0	0	55
	901/1 . . .	0	6	11
	900 . . .	0	11	83
	899 . . .	0	2	60
	897/1/2 . . .	0	0	52
	898 . . .	0	8	91
	894 . . .	0	5	20

[No. 20/3/67-IOC/Lab. & Legis.]

New Delhi, the 28th January 1970

S.O. 430.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from the drill sites well No. K-92 (KHE) to GGS I in the Kalol Oil-Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-section (i) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda-4, in the Office of the Gujarat Pipelines (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For laying pipeline from Well No. 92 (KHE) to GGS I

State—Gujarat	Distt.—Gandhinagar	Tal—Gandhinagar			
Village	S. No.	Hectare	Are.	P. Are.	
Sertha . . .	663/3	0	4	15	
“ . . .	716	0	48	19	
“ . . .	719	1	26	74	

[No. 20/3/67-IOC/Lab.&Legis.]

S.O. 431.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals No. 4722 dated 11th November 1969 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines.

2. And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE

Schedule of Land to be acquired or laying Pipeline from Sanand-15 to Flare Point

State—Gujarat	District— Mehsana	Taluka—Kaloj		
Village	Survey No.	Hectare	Arc.	P. Are.
Nasmed	88/1	0	5	46

[No. 20(3)/67-IOC/Lab.&Legis.]

New Delhi, the 29th January 1970

S.O. 432.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals No. 3374 dated 2nd August 1969 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE

Laying Pipeline from G.G.S. III to Flare Point

State—Gujarat	Distt—Mehsana	Taluka—Kadi		
Village	Survey No.	Hectare	Arc.	P. Are.
Ambavpura	119	0	3	64
	119	0	6	48

[No. 20/3/67-IOC/Lab.&Legis.]

M. V. S. PRASADA RAU, Under Secy.

MINISTRY OF STEEL AND HEAVY ENGINEERING

(Department of Iron and Steel)

(Iron and Steel Control)

ORDER

Calcutta, the 29th January 1970

S.O. 433 ESS. COMM/RPDE/69.—In exercise of the powers conferred on me by Notification No. S.O. 1436 dated 18th April 1967 under the Essential Commodities (Regulation of Production & Distribution for purposes of export) Order, 1966, I hereby direct that the firm specified in Column 1 of the Table below shall sell the goods as specified in Column 2 there-against to the firm specified in the corresponding entry in Column 3 of the said table for purposes of manufacture of Engineering goods for export at the price indicated there-against in Column 4 subject to the conditions enumerated in Column 5 of the said table.

Name of the firm	Specification of goods	Name of the exporter	Price	Condition
1	2	3	4	5
M/s Indian Steel & Wire Products Ltd., Indranagar, Singhbhum	M. S. Wire. 12,600 M. T. (Twelve point six zero zero tonnes only)	M/s. Subodh Industries, 21A, R. G. Kar Road, Calcutta-4	Normal price at the time of delivery.	Supplies should be made on export priority basis (i.e., a priority next only to that of Defence.)

[No. PEP/2/1(167)/68.]

By Order etc.

S. SAHAY,

Director of Export Production and Iron & Steel Controller.

इस्पात और भारी इंजीनियरी मंत्रालय

(लोह और इस्पात विभाग)

(लोह तथा इस्पात निर्यात)

कलकत्ता, 29 जनवरी, 1970

आदेश

ए०प्र० 433 / ईएनएस. कोम/आरपीडी/69.—आवश्यक वस्तु (निर्यात के प्रयोजनों के लिए उत्पादन और वितरण का विनियमन आदेश 1966 के अन्तर्गत अधिसूचना सं० एस० प्र० 1436 दिनांक 18-4-67 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं एतद्द्वारा नीचे दिए गए तालिका के स्तम्भ 1 के फर्म को स्तम्भ 2 में उल्लिखित वस्तुओं को स्तम्भ 3 में नामांकित फर्म को इंजीनियरी वस्तुओं के उत्पादन तथा निर्यात हेतु स्तम्भ 4 में दिए गए मूल्य पर स्तम्भ 5 में दिए हुए शर्तों पर विक्रय करने का आदेश देता हूं।

फर्म का नाम	वस्तुओं का विस्तृत विवरण	निर्यातक का नाम	मूल्य	शर्तें
1	2	3	4	5
मसर्स इण्डियन स्टील एण्ड वायर प्रोडक्ट्स लिमिटेड इन्फ्रानगर सिंगभूम	एम एस वायर 12.600 टन (बारह दशमलव । छः टन)	मैसर्स सुबोध इन्ड- स्ट्रीज 21 ए आर० जी० कर रोड कनकता— 4	सामान्य मूल्य जो माल के भुगतान के समय हो।	मालका भुगतान के प्राथमिकता पर (अर्थात् ऐसी प्राथमिकता जो प्रतिरक्षा के माल के भुगतान के बाद हो) देनी होगी।

[पी० ई० पी० 1/167/68]

आज्ञा से इत्यादि,

सि० सहाय,

निर्यात उत्पादन निदेशक

और

लोह तथा इस्पात नियन्त्रक।

MINISTRY OF INDUSTRIAL DEVELOPMENT INTERNAL TRADE AND COMPANY AFFAIRS

(Department of Internal Trade)

New Delhi, the 31st January 1970

S.O. 434.—In pursuance of sub-rule (2) of Rule 157 of the Trade and Merchandise Marks Rules, 1959, it is hereby notified that the address of the place of residence and the principal place of business of Shri S. N. Mukerjee, a Registered Trade Mark Agent (Registration No. 75) has been altered in the Register of Trade Marks Agents as shown below:—

“Shri S. N. Mukerjee, Registered Trade Mark Agent, Village Kamdahari
(Narkel Bagan), Post Office Garja, District 24, Parganas, West Bengal,
India”.

[No. 29(2)-I.T./T.M./69.]

(प्रद्योतिक विकास, आंतरिक व्यापार तथा समवाय-कार्य मंत्रालय)

(आंतरिक व्यापार विभाग)

नई दिल्ली, 31 जनवरी 1970

एस० ओ० 434:—व्यापार और वाणिज्यिक चिन्ह नियम, 1959 के नियम 157 के उप नियम (2) के अनुसरण में एतद्वारा यह सूचित किया जाता है कि श्री एस० एन० मुर्जी, रजिस्ट्रीकरत

व्यापार-चिन्ह अभिकर्ता (रजिस्ट्रेशन सं० 75) के निवास स्थान और कारखाने के मुख्य स्थान का पता व्यापार चिन्ह अभिकर्ताओं के रजिस्टर में जसा नीचे दिखाया गया, परिवर्तित किया गया है :-

“श्री एस० एन० मर्कजी,	रजिस्ट्रीकृत व्यापार-चिन्ह अभिकर्ता,
गांव	का मवहरी (नरकेल बाग)
डाकखाना	गारिया
जिला	24, परगना पश्चिम बंगाल, भारत

[सं० 29 (2)-आई० टी०/टी० एम०/69]

S.O. 435.—In pursuance of sub-rule (4) of rule 155 of the Trade and Merchandise Marks Rules, 1959, it is hereby notified that, in exercise of the powers conferred by clause (b) of sub-rule (1) of the said rule, the Central Government hereby removes the name of Shri Ram Lall Choudhri of Delhi, from the Register of Trade Marks Agents.

[No. 29(3)-I.T./T.M./69.]

P. SITARAMAN, Dy. Secy.

एस० ओ० 435—व्यापार और वाणिज्य चिन्ह नियम, 1959 के नियम 155 के उपनियम (4) के अनुसरण में, एतद्वारा यह अधिसूचित किया जाता है, कि उक्त नियम के उपनियम (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार दिल्ली के श्री रामलाल चौधरी का नाम व्यापार चिन्ह अभिकर्ताओं के रजिस्टर से एतद्वारा हटाती है।

[सं० 29(3)-आई० टी०/टी० एम०/69]

पं० सीतारामन्, उप सचिव।

(Department of Industrial Development)

(INDIAN STANDARDS INSTITUTION)

New Delhi, the 20th January 1970

S.O. 436.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established during the period 16 to 31 December 1969.

THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief particulars
(1)	(2)	(3)	(4)
1	IS: 1005—1969 Specification for edible maize starch (corn flour) (first revision)	*IS: 1005—1957 Specification for edible maize starch (corn flour)	This standard prescribes the requirements and the methods of sampling and test for edible maize starch (corn flour) (Price Rs 2.50)

(1)	(2)	(3)	(4)
2	IS:1034—1959 Specification for manila ropes (<i>second revision</i>)	*(i) IS:1084—1961 Specification for hawser-laid manila rope (<i>revised</i>), (ii) IS:1085—1961 Specification for shroud-laid manila rope (<i>revised</i>) and (iii) IS:1086—1961 Specification for cable-laid manila rope (<i>revised</i>).	This standard prescribes the requirements of three types of manila ropes (Price Rs. 5.00)
3	IS:1110—1959 Specification for ferro silicon (<i>second revision</i>)	IS:1110—1954 Specification for ferro silicon (<i>revised</i>),	This standard covers the requirements for ferro silicon for use in iron and steel industry (Price Rs. 2.00)
4	IS:4551 (Part IV)—1969 Code of practice for design and construction of dock and harbour structures Part IV sheet pile retaining walls	..	This standard covers the design of steel, reinforced concrete and timber sheet piles (bulk heads) wales, tie rods and anchorages for the purpose of retaining earth banks in waterfront structures, such as docks, wharves and groins (Price Rs. 3.50)
5	IS:4985—1968 Specification for unplasticized pvc pipes for potable water supplies	..	This standard covers pipes made of unplasticized polyvinyl chloride, intended for potable water supplies (Price Rs. 7.00)
6	IS:5000 (OC3)—1969 Dimensions of semiconductor devices case outline OC3	..	This drawing has been prepared in accordance with IS:5001—1969 'Guide for preparation of drawings of semiconductor devices' (Price Rs. 3.00)
7	IS:5031—1969 Specification for metal slitting saws	..	Dimensions and requirements for metal slitting saws with fine pitch and coarse pitch teeth (Price Rs. 5.50)
8	IS:5082—1969 Specification for wrought aluminium and aluminium alloy bars, rods, tubes and sections for electrical purposes.	..	This standard specifies requirements for aluminium and aluminium alloy bars, rods, tubes and sections for electrical conductors, prescribing their chemical composition, mechanical properties and electrical resistivity. This standard is applicable mainly to bars and rods above 6 mm diameter, angle or channel sections or both and to other profiles including tubes and hollow sections (Price Rs. 2.50)
9	IS:5090—1969 Specification for blade plate, moore type	..	Dimensions and requirements for Moore type blade plate suitable for 4-mm diameter screws (Price Rs. 3.00)

*For purposes of ISI Certification Marks Scheme IS:1005—1957 and IS:1084—1961 shall not be taken into account with IS:1005—1959 and IS:1034—1959 respectively up to 30 April 1970.

(1)	(2)	(3)	(4)
10 IS:5091—1969 Dimensions for circular base plates	..	Dimensions and requirements for circular base plates (Price Rs. 3.00)	
11 IS:5092—1969 Dimensions for square and rectangular base plates	..	Dimensions and requirements for square and rectangular base plates (Price Rs. 3.00)	
12 IS:5095—1969 Dimensions for end locating plugs	..	Dimensions and requirements for end locating plugs (Price Rs. 3.00)	
13 IS:5111—1969 Code of practice and measurement procedures for testing refrigerant compressors	..	This standard prescribes methods of testing single stage refrigerant compressors of the positive volume displacement type. The methods of test prescribed may however be used as a guide for the testing of other types of refrigerant compressors (Price Rs. 11.00)	
14 IS:5115—1969 Specification for domestic storage type water heaters for use with LPG	..	This standard specifies the constructional and performance requirements of domestic storage type water heaters for use with liquefied petroleum gases at a working pressure of 30gf/cm ² , designed to provide a ready supply of hot water at a maximum temperature of 85°C, having nominal capacities between 6 and 100 litres (Price Rs. 4.00)	
15 IS:5133—(Part II)—1969 Specification for boxes for the enclosure of electrical accessories Part II boxes made of insulating material	..	This standard specifies requirements for boxes made of insulating material intended to contain one or more electrical accessories and to be recessed into a wall or ceiling or similar flat surface structure. Such boxes may also be suitable for surface mounting (Price Rs. 4.00)	
16 IS:579—1969 Specification for pluggers root canal, dental, No. PLG 1, 2 and 3	..	Dimensions and other requirements for dental root canal pluggers No. PLG 1, 2 and 3 (Price Rs. 3.00)	

(1)	(2)	(3)	(4)
17	IS:5202—1969 Specification for flat hoisting wire ropes used in mines	..	This standard lays down the requirements for flat wire ropes used as load ropes in mines. The following rope constructions have been recommended : (a) 6x4x7 construction-wire diameter range 1.20 to 2.20 mm, and (b) 8x4x7 construction-wire diameter range 1.20 to 2.20 mm. (Price Rs. 3.50)
18	IS:5203—1969 Specification for flat balancing wire ropes used in mines	..	This standard covers flat steel wire ropes used in mines as balance rope. (Price Rs. 3.50)
19	IS:5217—1969 Specification for clamp, flask, dental	..	Dimensions and requirements or dental flask clamp capable of holding two metallic flasks in position under constant pressure (Price Rs. 3.00)
20	IS:5219 (Part I)—1969 Specification for cast copper alloys traps Part I 'P' and 'SM' traps	..	This standard covers copper alloy cast traps 'P' and 'S' types and their associated components of nominal size 32 mm 40 mm and 50 mm for use in wash basins, sirka, bath tubs and similar waste appliances. (Price Rs. 5.50)
21	5236-1969 Code for transport of pigs by rail and road	..	This standard covers the essential requisites for the transport of pigs by rail and road. It is applicable to pigs of all breeds and ages. (Price Rs 2.00)
22	IS: 5237-1969 Code for transport of small and medium sized seed-eating birds	..	This code covers the essential requisites for the transport of small and medium sized seed-eating by rail, road and air. (Price Rs 2.50)
23	IS: 5238 (Part I)-1969 Code for transport of poultry Part I transport of day-old chicks and turkey poults	..	This code covers the essential requisites for the transport of day-old chicks and turkey poults by road, rail and air (Price Rs. 2.50)
24	IS:5238 (Part II)-1969 Code for transport of poultry Part II transport of poultry other than day-old chicks and turkey poults.	..	This code covers the essential requisites for the transport of poultry other than day-old chicks and turkey poults by rail, road and air. (Price Rs 2.00)
25	IS: 5242-1969 Method of test for determining shear strength of mild steel	..	This standard prescribes method for shear testing mild steel rounds up to and including 25 mm diameter. (Price Rs 2.00)

1	2	3	4
26	5246-1969 Specification for coniferous logs	..	This standard covers the requirements of three grades of coniferous logs that is, Grade 1, Grade 2 and Grade 3, for conversion into timber. (Price Rs 2.50)
27	IS: 5248-1969 Specification for teak logs for production for sliced veneers	..	This standard covers the minimum requirements for logs of Indian teakwood for production of sliced teak veneers. (Price Rs 2.50)
28	IS: 5254-1969 Specification for acetanilide	..	This standard prescribes the requirements and the methods of sampling and test for acetanilide suitable for industrial purposes (Price Rs 5.00)
29	IS: 5257-1969 Specification for eyepiece and screen gratitudes for determination of particle size of powders	..	This standard specifies requirements for the design and construction of eyepiece and screen gratitudes used in optical microscope employed for determining the particle size of powders (Price Rs 2.00)
30	IS: 5259-1969 Specification for girls and maids school shoes	..	This standard prescribes the requirements, method of sampling, and test for girls and maids' school shoes. (Price Rs 4.00)
31	IS: 5260-1969 to IS: 5266-1969 Specifications for test films for 16 mm sound-and-picture cinematograph projectors	..	<p>(i) IS: 5260-1969 covers the requirements of buzz-track test film for 16 mm sound and-picture cinematograph projectors.</p> <p>(ii) IS: 5261-1969 covers the requirements for sound focusing test film for 16 mm sound-and-picture cinematograph projectors.</p> <p>(iii) IS: 5262-1969 covers the requirements for registration test film for 16 mm sound-and-picture cinematograph projectors.</p> <p>(iv) IS: 5263-1969 covers the requirements for multi-frequency test film for 16 mm sound-and-picture cinematograph projectors.</p>

1	5	6	4
			<p>(v) IS: 5264-1969 covers the requirements for 3 000 Hz flutter test film for 16 mm sound and picture cinematograph projectors.</p> <p>(vi) IS: 5265-1969 cover the requirements for sound and picture test film for 16 mm sound-and-picture cinematograph projectors.</p> <p>(vii) IS: 5266-1966 covers the requirements for 400 Hz signal level test film for 16 mm sound-and picture cinematograph projectors. (Price of the combined compilation is Rs. 6.00)</p>
32	IS: 5267-1969 Glossary of terms for worm gears	..	This standard defines the commonly used terms relating to worm gears. (Price Rs 5.00)
33	IS: 5268-1969 Specification for camel back type straightedges	..	This standard lays down material, accuracy and other requirements for two grades of camel back type straightedges of sizes 300 to 5000 mm for use on surface plates, testing machine tools, etc. (Price Rs. 5.50)
34	IS: 5270-1969 Specification for rubber grommets for general purposes	..	This standard prescribe the requirements and the methods of sampling and test for three types of grommets for general purposes. (Price Rs 4.00)
35	IS: 5271-1969 Specification for paraformaldehyde	..	This standard prescribes the requirements and the methods of sampling and test for paraformaldehyde (Price Rs 5.00)
36	IS: 5272-1969 Specification for carbon steel sheets for integral coaches	..	This standard covers the requirements for carbon steel sheets required for the manufacture of integral coaches where guaranteed mechanical properties, weldability and suitability for forming simple cold pressed parts are necessary. (Price Rs 3.50)

1	2	3	4
37	IS: 5275-1969 Specification for edible soya flour (expeller pressed)	..	This standard prescribes the requirements and the methods of sampling and test for edible soya flour obtained by the expeller process. (Price Rs 2.50)
38	IS: 5276-1969 Specification for edible soya flour (solvent extracted)	..	This standard prescribes the requirements and the methods of sampling and test for edible soya flour (solvent extracted). (Price Rs. 3.50)
39	IS: 5278-1969 Specification for dicofol, technical	..	This standard prescribes the requirements and the methods of test for dicofol, technical, employed in the preparation of acaricidal formulations. (Price Rs 4.00)
40	IS: 5286-1969 Specification for vodka	..	This standard prescribes the requirements and the methods of test for vodka. (Price Rs 2.50)
41	IS: 5288-1969 Specification for barium chloride	..	This standard prescribes the requirements and the methods of sampling and test for barium chloride (Price Rs 5.00)
42	IS: 5289-1969 Terminology for magnetic compasses and binnacles	..	This standard gives definitions of terms used in relation with magnetic compasses binnacles, azimuthal reading devices and sitting of compasses on board ships (Price Rs 4.00)
43	IS: 5292-1969 Grading for safflower seeds for oil milling	..	This standard prescribes the methods of grading and the requirements for safflower seeds for oil milling, along with the relevant methods of sampling and test, (Price is 2.00)
44	IS: 5293-1969 Grading for niger seeds for oil milling	..	This standard prescribes the methods of grading the requirements for the niger seeds for oil milling along with the relevant methods of sampling and test. (Price Rs 2.00)

1	2	3	4
45	IS: 5294-1969 Grading for <i>kusum</i> seeds for oil milling	..	This standard prescribes the methods of grading and requirements for <i>kusum</i> seeds for oil milling, along with the relevant methods of sampling and test. (Price Rs 1.50)

Copies of these Indian Standards are available for sale with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) 534 Sardar Vallabhbhai Patel Road, Bombay-7 (ii) 5, Chowringhee Approach Road, Calcutta. 13 (iii) 54 General Patters Road, Madras-2 (iv) 117/418 B, Sarvodaya Nagar, Kanpur and (v) 5-9-2 01, Chirag Ali Lane, Hyderabad-1,

[No. CMD/12: 2]

S.O. 437.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks), Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that thirtyeight licences, particulars of which are given in the following Schedule, have been granted authorizing the licensees to use the Standard Marks:

THE SCHEDULE

Sl. No.	Licence No. (CM/L-)	Period of Validity From To		Name and address of the Licensee	Article/Process covered by the Licence and the Relevant IS: Designation (6)
(1)	(2)	(3)	(4)	(5)	
1	CM/L-2159 2-12-1969	16-12-1969	15-12-1970	M/s National Engineering Co., 89, B.L. Saha Road, Calcutta-53.	Wrought aluminium utensils Grade SC-IS : 21-1959
2	CM/L-2160 4-12-1969	1-12-1969	30-11-1970	M/s Issa Jamal Group, Sewree Bunder Road, Bombay-15.	18 litre square tins IS : 916-1966.
3	CM/L-2161 4-12-1969	1-12-1969	30-11-1970	M/s Bharat Pulverising Mills Pvt. Ltd., 1074 Thiruvottiyur High Road, Madras-19.	Methyl Parathion emulsifiable concentrates-IS : 2865-1964.
4	CM/L-2162 4-12-1969	16-12-1969	15-12-1970	M/s Indo-Japan Steels Ltd., 5, G.T. Road, Belur, Howrah Distt. having their Office at 11, Government Place (East), Calcutta-1.	Carbon steel billets for re-rolling into structural steel (standard quality) IS : 2830-1964.
5	CM/L-2163 4-12-1969	16-12-1969	15-12-1970	M/s Indo-Japan Steels Ltd., 5, G.T. Road, Belur, Howrah Distt. having their Office at 11, Government Place (East), Calcutta-1.	Carbon steel billets for re-rolling into structural steel (ordinary quality)—IS : 2831-1964.
6	CM/L-2164 5-12-1969	16-12-1969	15-12-70	M/s All India Medical Corporation, Simpoli Road, Borivli West, Bombay-66 having their Office at Mulji Jetha Building, 185, Princess Street, Bombay-2.	Chlordane dusting powders-IS : 2864-1964.
7	CM/L-2165 5-12-1969	1-1-1969	31-12-1970	M/s Nirmala Industries, Mettupalayam Road, Sai Baba Mission P.O., Coimbatore (Tamil Nadu)	Three-phase squirrel cage induction motors, 5.5Kw (7.5 HP) four poles 400/440 volts, with class 'A' insulation only-IS : 325-1961.
8	CM/L-2166 8-12-1969	16-12-1969	15-12-1970	M/s Indian Iron & Steel Co. Ltd., P.O. Burnpur, Distt. Burdwan, West Bengal having their Office at Martin Burn House, 12 Mission Row, Calcutta-1.	Steel rivet and stay bars for boilers-IS : 1990-1962.

(1)	(2)	(3)	(4)	(5)	(6)
9	CM/L-2167 8-12-1969	16-12-1969	15-12-1970	M/s Durlabh Metal Industries Pvt. Ltd., Howrah Industrial Estate, Shed No. L-26, L-36 & L-37, P.O. Baltikuri (Howrah) West Bengal having their Office at, 83 Old China Bazar Street, Calcutta-1.	Wrought aluminium utensils, S/C grade-IS : 21-1959
10	CM/L-2168 8-12-1969	16-12-1969	15-12-1970	M/s Co-operative Oil Industries Ltd., Latur, Distt. Osmanabad.	18-litre square tins-IS : 916-1966.
11	CM/L-2169 8-12-1969	1-1-1970	31-12-1970	M/s Mahalakshmi Glass Works Pvt. Ltd., Sanat-nagar, Hyderabad-18.	Glass milk bottles-IS : 1392-1967.
12	CM/L-2170 10-12-1969	16-12-1969	15-12-1970	M/s Jayalakshmi Fertilizers, G.N.T. Road, Madhavaram, Madras-60 having their Office at 77/A, Stringers Street, Madras-1.	DDT dusting powders-IS : 564-1961.
13	CM/L-2171 10-12-1969	16-12-1969	15-12-1970	M/s Assam Metal Works, 7, Prasanna Kumar Tagore Street, Calcutta-6 having their Office at 35 Chittaranjan Avenue (3rd Floor) Calcutta-12.	Tea-chest metal fittings-IS : 10-1964.
14	CM/L-2172 10-12-1969	1-1-1970	31-12-1970	Tata Fison Industries Ltd., 20, Howrah Road, Salkia, Howrah.	BHC emulsifiable concentrates-IS : 632-1966.
15	CM/L-2173 10-12-1969	1-1-1970	31-12-1970	M/s. Tata Fison Industries Ltd., 20, Howrah Road, Salkia, Howrah.	DDT emulsifiable concentrates-IS : 633-1956.
16	CM/L-2174 12-12-1969	16-12-1969	15-12-1970	M/s Pravat & Company, 34F, Simla Road, Calcutta-6.	Tea-chest metal fittings-IS : 10-1964.
17	CM/L-2175 16-12-1969	16-12-1969	15-12-1970	M/s Unique Industries, Nadiad-Petlad Road, Near Canal, Nadiad, Distt. Kaira, Gujarat State having their Office at Bhanu Nivas, Santram Society, Nadiad Distt. Kaira, Gujarat State.	(i) PVC insulated cables, unsheathed, single core, 250/440 volts grade with copper conductors, (ii) PVC insulated cables, unsheathed, single core, 250/440 and 650/1100 volts grade with aluminium conductors; (iii) PVC insulated and PVC sheathed cables, single core, 250/440 volts with aluminium conductors ; and (iv) PVC insulated and PVC sheathed cables twin flat, 250/440 volts with aluminium conductors-IS : 694 (Parts I & II)—1964.

18	CM/L-2176 22-12-1969	I-I-1970	31-12-1970	M/s Mineral Dressing & Pulverising Company, Habshiguda, Uppal Road, Hyderabad-7 having their Administrative Office at 5-3-960/1, Fasihjung Lane, Jawaharlal Nehru Road, Hyderabad-1 A.P.	Bleaching earth, grade 2-IS : 1965-1961.
	CM/L-2177 22-12-1969	I-I-1970	31-12-1970	M/s Gwalior Cables & Conductors Ltd., Industrial Area, P.O. Bnla Nagar, Gwalior (M.P.)	Hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes-IS 398-1961.
20	CM/L-2178 22-12-1969	I-I-1970	31-12-1970	M/s Bengal Fittings Factory, P.O. Transport Depot Road, Calcutta-27.	Tea-chest metal fittings-IS : 10-1964.
21	CM/L-2179 26-12-1969	I-I-1970	31-12-1970	M/s Croplife Chemicals Pvt. Ltd., 22, Foreshore Road, Sibpore, Howrah having their Office at 2 Prafulla Sarkar Street, (Sooterkin Street) Calcutta-13.	BHC water dispersible powder concentrates-IS : 562-1962.
22	CM/L-2180 24-12-1969	I-I-1970	31-12-1970	M/s S.M. Ali Private Limited, 9 & 22, Munshigunj Road, Calcutta-23.	Tea-chest metal fittings-IS : 10-1964.
23	CM/L-2181 24-12-1969	I-I-1970	31-12-1970	M/s Waxwell & Company, XIV/536, Chittoor Road, Ernakulam-8 (Kerala State)	Tea-chest metal fittings-IS : 10-1964.
24	CM/L-2182 24-12-1969	I-I-1970	31-12-1970	M/s Bengal Electric Concern, 33/1, Dinoo Lane, Kadamtalla, Howrah.	Door closers (hydraulically regulated)-IS:3564-1966.
25	CM/L-2183 31-12-1969	I-I-1970	31-12-1970	M/s Victor Cables Corporation, 185, G.T. Road, Sahibabad (U.P.) having their Regd. Office at 5775, Sadar Bazar, Delhi-6.	Weatherproof polyethylene insulated, taped, braided and compounded cables, single core, aluminium conductor, 250/440 volts grade— IS : 3035 (Pt. II)—1965.
26	CM/L-2184 31-12-1969	I-I-1970	31-12-1970	M/s Moti Electric Industries Private Limited, 15-A, Najafgrah Road, New Delhi-15.	PVC insulated cables, unsheathed, single core aluminium conductor, 250/440 volts grade— IS : 694 (Pt. II)—1964.
27	CM/L-2185 31-12-1969	I-I-1970	31-12-1970	M/s Jayanti Timber Industries, Saharanpur Rd. Yamunanagar, Distt. Ambala (Haryana).	Plywood tea-chest battens IS : 10-1964.
28	CM/L-2186 31-12-1969	I-I-1970	31-12-1970	M/s Dewan Brothers, E-72, Industrial Area, Yamuna Nagar, Distt. Ambala (Haryana).	Plywood tea-chest battens-IS : 10-1964.

(1)	(2)	(3)	(4)	(5)	(6)
29	CM/L-2187 31-12-1969	1-1-1970	31-12-1970	M/s BECO Engineering Co., Ltd., Grand Trunk Road, Batala (Punjab)	Structural steel (standard quality of the following sections only : (i) M.S. rounds up to 16 mm dia and over 28 mm dia. (ii) M.S. squares up to 14 mm sq. and over 28 mm sq. (iii) M.S. angles, flats etc. where the cross-sectional area of the sample does not exceed 200 sq. mm-IS : 226-1962.
30	CM/L-2188 31-12-1969	1-1-1970	31-12-1970	M/s BECO Engineering Co. Ltd., Grand Trunk Road, Batala (Punjab)	Structural steel (ordinary quality) of the following sections only : (i) M.S. rounds up to 16 mm dia and over 28 mm dia. (ii) M.S. squares up to 14 mm sq. and over 28 mm sq. (iii) M.S. angles flats etc. where the cross-sectional area of the sample does not exceed 200 sq. mm-IS : 1977-1962.
31	CM/L-2189 31-12-1969	1-1-1970	31-12-1970	M/s Great Indian Plywood Mfg. Co. 49 A, Hari Ghose Street, Calcutta-6 having their Office at 84, Jatindra Mohan Avenue, Calcutta-5.	Tea-chest battens-IS : 10-1964.
32	CM/L-2190 31-12-1969	16-1-1970	15-1-1971	M/s Addison & Company Limited, 4 & 18 Smith's Road, Mount Road, Madras-2 having their Regd. Office at 158 Mount Road, Madras-2	Twist drills of the following types: (1) Parallel shank short series or jobter, (2) Parallel shank stub series, and (3) Parallel shank long series-IS : 599-1960.
33	CM/L-2191 31-12-1969	1-1-1970	31-12-1970	M/s Jatiya Louha Silpa Pratisthan, 52/9, Canal East Road, Calcutta-11 having their Office at 4 Narkeldanga Main Road, Calcutta.	Tea-chest metal fittings-IS : 10-1964.
34	CM/L-2192 31-12-1969	1-1-1970	31-12-1970	M/s Swan India Private Limited, 12/1, Mathura Road, P.O. Amar Nagar, Faridabad having their Office at 34-B, Cannaught Place, New Delhi.	Ferro-gallotenate fourfold pattern (0.1 percent iron content)-IS : 220-1959.

35	CM/L-2193 31-12-1969	1-1-1970	31-12-1970	M/s Shree Laxmi Iron & Steel Works Private Limited, 88, Rabindra Sarani, Liluah, Howrah having their Office at P-16 Kalakar Street, Calcutta-7.	Structural steel (standard quality)-IS: 226-1962.
36	CM/L-2194 31-12-1969	16-1-1970	15-1-1971	M/s Sylvan & Company, 62/2, Chetla Road, Calcutta-27.	Tea-chest metal fittings-IS : 10-1964.
37	CM/L-2195 31-12-1969	1-1-1970	31-12-1970	M/s P. Kothary & Co., 76/2/2, Maharshi Debendra Road, Calcutta-6 having their Office at 16 Nalini Sett. Road, Calcutta-7.	Tea-chest metal fittings-IS : 10-1964.
38	CM/L-2196 31-12-1969	1-1-1970	31-12-1970	M/s N.C. Chakraborty Fabricators Private Ltd., 69/2, Chetla Road, Calcutta-27 having their Office at 56/1, Biplabi Rash Behari Basu Road, 2nd Floor, Calcutta-1.	Tea-chest metal fittings-IS : 10-1964.




[No. CMD/13 : II]

New Delhi, the 22nd January 1970

S.O. 438.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark(s), design (s) of which together with the verbal description of the design(s) and the title (s) of the relevant Indian Standard (s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each :

THE SCHEDULE

Serial No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark	Date of effect
1	2	3	4	5	6
1	IS: 276 	Austenitic manganese steel, castings.	IS : 276-1969 Specification for austenitic manganese steel castings (second revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	16 January 1970
2	IS: 944 	1800-1/min trailer pump for fire brigade use.	IS : 944-1966 Specification for 1800-1/min trailer pump for fire brigade use (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	16 September 1969
3	IS: 4856 	New jute wool pack.	IS: 4856-1968 Specification for new jute wool pack	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	16 January 1970

S.O. 439.—In pursuance of sub-regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee(s) per unit for various products, details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the dates shown against each :

THE SCHEDULE

SL No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit	Date of effect
1	2	3	4	5	6
1	Austenitic manganese steel castings	IS : 276-1969 Specification for austenitic manganese steel castings (<i>second revision</i>)	One tonne	25 paise	16 January 1970
2	1800-1/min trailer pump for fire brigade use	IS : 944-1966 Specification for 1800-1/min trailer pump for fire brigade use (<i>first revision</i>)	One pump	Rs. 100.00	16 September 1969

[No. CMD/13 : 10]

A. K. GUPTA,
Deputy Director General.

MINISTRY OF EDUCATION & YOUTH SERVICES

ARCHAEOLOGY

New Delhi, the 23rd January 1970

S.O. 440.—Whereas the Central Government is of opinion that the ancient monuments specified in the Schedule attached hereto are of national importance.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said ancient monuments to be of national importance.

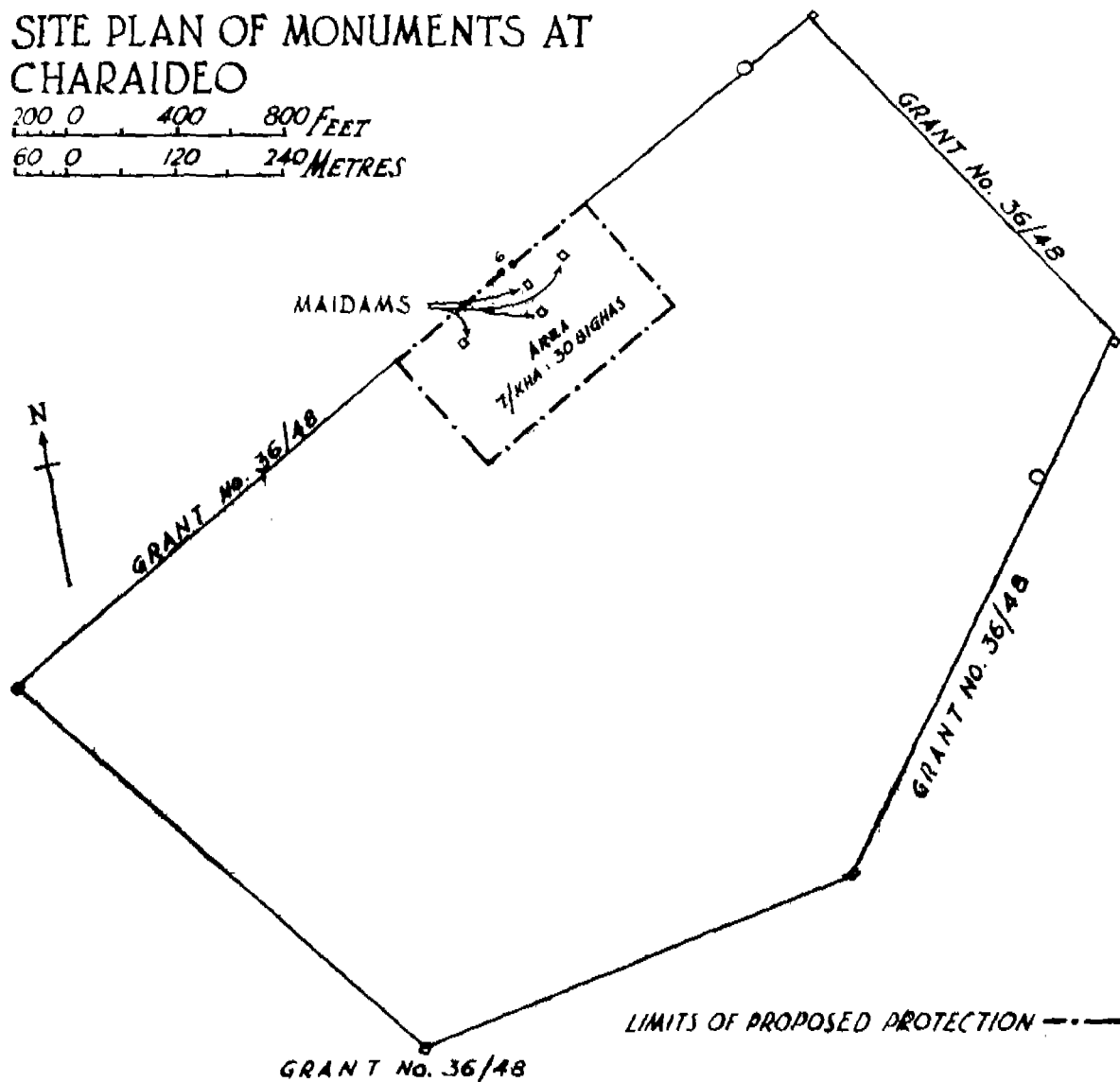
Any objection made within two months after the issue of this notification by any person interested in the said ancient monuments will be considered by the Central Government.

Tax Schedule

State	District	Tehsil/Tahuk	Locality	Name of monuments	Revenue plot number to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Assam	Sibsagar	Village Bapu-Khuri-habi Mouza: Dhopabar Sub. Division:Sadar	Charaideo	Group of four Maidans together with adjacent area comprised in part of survey plot No. 7.	Part of survey 30 Bighas Plot No. 7		North : Survey plot Nos. 4, 6, & 8 of Grant No. 36/48. East : Remaining portion of Survey Plot No. 7. South : Remaining portion of survey plot No. 7 West : Remaining portion of survey plot No. 7	State Government	..

SITE PLAN OF MONUMENTS AT
CHARAIDEO

200 0 400 800 FEET
60 0 120 240 METRES



[No. F4/3/69-CAI(1)]

CORRIGENDUM

New Delhi, the 30th January 1970

S.O. 441.—In the Schedule to the notification of the Government of India in the Ministry of Education and Youth Services No. S.O. 2717 [F. 3/22/68-CAI(1)] dated 28th June, 1969 published on pages 2775 to 2779 of the Gazette of India—Part II—Section 3—Sub-section (ii), dated 12th July, 1969, on page 2776, under column 4, for “Kaza” at both the places where they occur read “Spiti”.

[No. F. 3/22/68-CAI(I).]

KANWAR LAL, Under Secy.

New Delhi, the 30th January 1970

S.O. 442.—In exercise of the powers conferred by sub-section (2) of Section 8 of the Provident Funds Act 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act shall apply to the Provident Funds established for the benefit of the employees of the National Institute of Foundry and Forge Technology, Ranchi.

[No. F. 22-2/69/T. 6.]

शिक्षा तथा युवक सेवा मंत्रालय

नई दिल्ली 30 जनवरी, 1970

क्रा० अा० 442 :—भविष्य निधि अधिनियम 1925 (1925 का 19) की धारा 8 की उप-धारा (2) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार आदेश देती है कि उक्त अधिनियमों के उपबन्धों को राष्ट्रीय फाउण्डरी तथा फोर्ज टेक्नोलोजी रांची के कर्मचारियों के लाभार्थ स्थापित भविष्य निधियों पर भी लागू किया जाए।

[संख्या एफा० 22-2/69-टी-6]

S.O. 443.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the following public institution, namely:—

“The National Institute of Foundry and Forge Technology, Ranchi.”

[No. F. 22-2/69/T. 6.]

M. N. BALIGA,
Assistant Educational Adviser.

क्रा० अा० 443 :—भविष्य निधि अधिनियम 1925 (1925 का 19) की धारा 8 की उप-धारा (3) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम की अनुसूची में निम्नलिखित सार्वजनिक संस्था का नाम जोड़ती है अर्थात्

“राष्ट्रीय फाउण्डरी तथा फोर्ज टेक्नोलोजी संस्थान, रांची 4’

[सं० एफ० 22-2/69-टी-6]

एम० एन० बालिगा,
सहायक शिक्षा सलाहकार।

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 23rd January 1970

S.O. 444.—In exercise of the powers conferred by section 4 of the Merchant Shipping Act 1958 (44 of 1958), read with sub-rule (2) of rule 4 of the National

Shipping Board Rules, 1960, the Central Government hereby appoints Shri R. Doraiswamy as a member representing the Central Government in the National Shipping Board in place of Shri K. C. Madappa and makes the following amendment in the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 3767, dated the 8th September, 1969, namely:—

In the said notification, against serial No. 12, for the entry "Shri K. C. Madappa", the entry "Shri R. Doraiswamy" shall be substituted.

[No. 37-MD(6)/69.]

New Delhi, the 28th January 1970

S.O. 445.—In exercise of the powers conferred by sub-section (1) of section 15 of the Merchant Shipping Act, 1958 (44 of 1958), read with rules 3 and 7 of the Shipping Development Fund Committee (General) Rules, 1960, the Central Government hereby appoints Shri Y. T. Shah, Joint Secretary to the Government of India, Ministry of Finance (Department of Economic Affairs), as a member of the Shipping Development Fund Committee, with effect from the 12th January, 1970, vice Shri P. D. Kasbekar and makes the following further amendment in the notification of the Government of India in the late Ministry of Transport and Communications (Department of Transport) (Transport Wing), No. 33-MS(222)/58-II, dated the 17th March, 1959, namely:—

In the said notification, for serial No. 4 and the entries relating thereto, the following shall be substituted, namely:

"4 Shri Y. T. Shah, Joint Secretary to the Government of India, Ministry of Finance (Deptt. of Economic Affairs). 12th January, 1970".

[No. 35-MD(25)/69.]

JASWANT SINGH, Under Secy.

पोतपरिवहन तथा परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 28 अक्टूबर 1969

का० आ० 4527:—यतः श्री एम० एस० भटनागर ने जो भारत सरकार के परिवहन और परिवहन मंत्रालय की अधिसूचना सं० का० आ० 637 तारीख 18 फरवरी 1967 द्वारा जयंती शिपिंग कम्पनी लिमिटेड के निबंधन बोर्ड के एक पूर्ण कालिक सदस्य नियुक्त कि गए थे, 23 अक्टूबर 1969 से उक्त नियंत्रण बोर्ड को अपनी सदस्यता से त्यागपत्र दे दिया है

और यतः उक्त त्यागपत्र उक्त नियंत्रण बोर्ड के अध्यक्ष द्वारा स्वीकार कर लिया गया है ;

अतः अब जयंती शिपिंग कम्पनी (नियंत्रण बोर्ड) नियम 1966 के नियम 4 के उपनियम (2) के परन्तुक के अनुसारण में एतद्वारा यह अधिसूचित किया जाता है कि श्री एम० एस० भटनागर का जयंती शिपिंग कम्पनी लिमिटेड के नियंत्रण बोर्ड की पूर्णकालिक सदस्यता से त्यागपत्र 23 अक्टूबर 1969 से प्रभावी हो गया ।

[सं० 36-एम डी (80)/66]

बी० पी० श्रीवास्तव, उपसचिव ।

MINISTRY OF TOURISM AND CIVIL AVIATION

New Delhi, the 31st January 1970

S.O. 446.—Whereas on the 25th January, 1970 an accident occurred near New Delhi, to Royal Nepal Airlines Corporation Fokker Friendship aircraft 9N-AAR, engaged in a scheduled flight from Kathmandu to New Delhi, resulting in the death of the pilot and serious injuries to the members of the crew and passengers and extensive damage to the aircraft;

And whereas, it appears to the Central Government that it is expedient to hold an inquiry into the said accident by a Committee of Inquiry;

Now, therefore, in exercise of the powers conferred by Rule 74 of the Aircraft Rules, 1937, the Central Government hereby appoints a Committee of Inquiry composed of the following persons to hold an inquiry into the said accident, namely:—

Chairman

- (1) Shri S. Ramamritham, Deputy Director General of Civil Aviation.

Members

- (2) Dr. P. K. Das, Director (NHEAC), Office of the Director General of Observatories.
- (3) Captain J. Joseph, Operations Manager, Indian Airlines.

[No. F. 7-A/4-70.]

S. N. KAUL, Under Secy.

पर्यटन तथा नगर विमान मंत्रालय

नई दिल्ली, 31 जनवरी, 1970

का० आ० 446—क्योंकि रायल नेपाल एयरलाइन्स कारपोरेशन का फौकर फ्रेंडशिप विमान 9 एन-ए०ए० आर० काठमांडू से नयी दिल्ली की अनुसूचित उड़ान का परिचालन करता हुआ 25 जनवरी, 1970 को नयी दिल्ली के निकट दुर्घटनाग्रस्त हो गया जिसके परिणामस्वरूप विमान चालक की मृत्यु हो गयी तथा कर्मियों व यात्रियों को गंभीर चोट आई और विमान को भारी क्षति पहुंची ;

और क्योंकि केन्द्रीय सरकार की दृष्टि में उक्त दुर्घटना की एक जांच समिति द्वारा जांच किया जाना आवश्यक प्रतीत होता है । ;

इसलिए, अब विमान नियम, 1937, के नियम 74 द्वारा दिये गये अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त दुर्घटना की जांच करने के लिए एतद्वारा एक जांच समिति नियुक्त करती है जिसमें निम्नलिखित व्यक्ति सम्मिलित होंगे :—

- | | |
|---------------------------------|---------|
| (1) श्री एस० रामामृतम, | अध्यक्ष |
| उप-महानिदेशक, नागर विमानन । | |
| (2) डा० पी० के० दास, | सदस्य |
| निदेशक (एन० एच० ई० ए० सी ।) | |
| वेवशाला महानिदेशक का कार्यालय । | |
| (3) कैप्टन जे० जोजफ, | सदस्य |
| परिचालन प्रबंधक, | |
| इंडियन एयरलाइन्स । | |

[सं० फा० 7-ए/4-70]

सुरेन्द्र नाथ कौल, अव्वर सचिव ।

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 23rd January 1970

S.O. 447.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 442, dated the 24th January, 1969, the Central Government hereby exempts M/s. Indian Refineries Limited, Gauhati, from all the provisions of the said Act for a further period of one year with effect from the 24th January, 1970 upto and inclusive of the 23rd January, 1971.

[No. F. 6/65/68-HI.]

S.O. 448.—Whereas Messrs The Deccan Sugar and Abkhari Company Limited, Pugalur (via Erode), Trichy District, Tamil Nadu State (hereinafter called the said establishment) were granted exemption from the Employees' Provident Funds Scheme, 1952 under clause (a) of sub-section (1) of section 17 of Employees Provident Funds Act, 1952 (19 of 1952), by the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 2546 dated the 17th October, 1961;

And whereas the employer in relation to the said establishment has expressed his willingness to surrender the exemption voluntarily and has requested cancellation of the said exemption;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 17 of the said Act, the Central Government hereby ~~cancels with effect from 31st~~ December, 1965, the said exemption.

[No. 11/11/69-PF.II.]

New Delhi, the 31st January 1970

S.O. 449.—Whereas the State Government of Kerala has, in pursuance of clause (d) of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Dr. T. N. N. Bhattathiripad, Deputy Director of Health Services (Employees' State Insurance Scheme), Government of Kerala, to be a member of the Medical Benefit Council in place of Dr. John Kirk Patrick;

Now, therefore, in pursuance of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2899 dated the 27th September, 1966, namely:—

In the said notification, under the heading "(Nominated by the State Governments concerned under clause (d) of sub-section (1) of section 10)" for the entry against item (8), the following entry shall be substituted, namely:—

"Dr. T. N. N. Bhattathiripad, Deputy Director of Health Services (Employees' State Insurance Scheme), Government of Kerala, Trivandrum"

[No. F. 3(3)/69-HI.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 24th January 1970

S.O. 450.—Whereas a vacancy has occurred in the office of the Presiding Officer of the National Industrial Tribunal, Dhanbad, constituted by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4427, dated the 5th December, 1967;

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri R. A. Misra to the Presiding Officer of the said National Industrial Tribunal with effect from the 1st December, 1969.

[No. 17/3/68-LR-IV.]

S.O. 451.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Dhanbad, in the industrial dispute between the employers in relation to the management of Hurriladih Colliery of Messrs Equitable Coal Company Limited, Post Office Disergarh (Burdwan) and their workmen, which was received by the Central Government on the 19th January, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri Nadagiri Venkata Rao, Presiding Officer.

REFERENCE No. 229 of 1967

In the matter of an industrial dispute under Section 10(1) (d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the Hurriladih Colliery of Messrs. Equitable Coal Company Limited, Post Office Disergarh, (Burdwan).

AND

Their Workmen.

APPEARANCES:

On behalf of the employers.—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen.—Shri P. K. Bose, Advocate.

STATE: West Bengal.

INDUSTRY: Coal.

Dhanbad, the 17th January, 1970

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Hurriladih Colliery of Messrs Equitable Coal Company Limited, Post Office Disergarh (Burdwan), and their workmen, by its order No. 1/6/67-LRII dated 16th May 1967, referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

“Whether the management of Hurriladih colliery of Messrs Equitable Coal Company Limited, Post Office Disergarh (Burdwan) was justified in offering retrenchment compensation to their workmen under the proviso to Section 25FFF of the Industrial Disputes Act, 1947 consequent on the closure of the colliery with effect from the 16th January, 1967?

If not, to what relief are the workmen entitled?”

2. Employers as well as the workmen filed their statement of demands.

3. The basis of the reference is that Hurriladih colliery (hereinafter referred to as the colliery) of the employers was closed with effect from 16th January 1967. It is also not disputed that consequent on the closure the employers offered compensation to their workmen under the proviso to Section 25FFF of the Industrial Disputes Act, 1947. Now, the dispute calling for adjudication is whether the offer of compensation under Section 25FFF was justified. Under Section 25FFF of every workman who has been in continuous service for not less than one year is entitled to notice and compensation in accordance with the provisions of Section 25F, as if he has been retrenched. Under clause (b) of Section 25F compensation payable is equivalent to 15 days average pay for every completed year of continuous service or any part thereof in excess of 6 months. This is the general rule under section 25FFF. The proviso to the Section comes into play where the undertaking is closed down on account of unavoidable circumstances beyond the control of the employers and in such a case the compensation to be paid to the workman under clause (b) of Section 25F shall not exceed his average pay for 3 months. In other words, if the proviso is applicable the maximum compensation payable is the average pay for 3 months irrespective of the fact that the workman has put in

more than 6 years service. In view of the provisions of the law it is to be determined in the present reference whether the closure of the colliery was on account of unavoidable circumstances beyond the control of the employer. The case of the employers is that the colliery was an old mine whose working was abandoned and closed for sometime in the past because most of the seams were worked out or had become unworkable, that in the year 1964 the employers were advised that by depillaring seam No. 14 and working seams No. 11 and 12 it was possible to work the mine as a business proposition, that the Coal Board had assured the employers that sand would be supplied in the near future by erecting a rope way for the purpose of depillaring seam No. 14, that on the assurance the employees started to work seams No. 11 and 12 with the intention of handling seams No. 11, 12, and 14 together, that in spite of several requests the coal Board did not fulfil the assurance given by them and did not supply sand, that the working of seams No. 11 and 12 proved to be without any purpose because of geological conditions and factors such as existence of dykes and sills which prevented development of the seams and raising of coal became very insignificant for the purpose of business undertaking, that under the circumstances the employers had no other alternative but to close the colliery as coal for the purpose of business was not available from seams No. 11 and 12 and seam No. 14 could not be depillared for non-availability of sand and that these difficulties were not surmountable by the efforts of the employers and the circumstances under which the colliery was closed were beyond their control. The employers also took legal objections against the competency of the Central Government in making the reference and jurisdiction of the Tribunal in entertaining it. The workmen filed their written statement stating that the employers had several collieries both in Jharia and Raniganj coal-fields, that the employers policy had been either to sell or transfer the collieries in Jharia Coal-field, that at the material time the colliery was the only working one with the employers, that the employers were not devoting attention towards the colliery as they ought to have done as business prudence demanded with a view to withdraw themselves completely from the Jharia field and that it was the real motive on the part of the employers to close down the colliery and the colliery was not closed for unavoidable circumstances beyond their control. It was also stated that the legal objections to the reference raised by the employers were frivolous and without any substance. The employers were represented by Shri S. S. Mukherjee, Advocate and the workmen by Shri P. K. Bose, Advocate. On admission by the workmen Exts. M1 to M8 for the employers and on admission by the employers Exts. W.1 to W.8 for the workmen, were marked. On behalf of the employers a witness was examined and Exts. M9 to M16 and W.16 to W.20 were marked. For the workmen 4 witnesses were examined and Exts. W.9 to W.15 were marked. On the request of the workmen WW.2 was recalled and examined. On the application of the employers the file relating LC.53 of 1968 from the Central Government Labour Court was called and kept on file.

4. At the outset I propose to take up for consideration the legal objections taken by the employers as they challenge the very jurisdiction of the Tribunal to entertain the reference. In para 3 of the written statement the employers have urged 3 grounds. The grounds are (a) no industrial dispute can arise in respect of an undertaking which is not existing, (b) no dispute relating to any matter arising after the closure of an undertaking can be a matter for industrial dispute and as such the Government has no jurisdiction to refer any such dispute under Section 10 of the Industrial Disputes Act, 1947 and (c) no such dispute was raised by the workman of the colliery either individually or collectively and almost all the workmen employed in the colliery accepted the compensation and other payments in settlement of their entire dues and left their jobs without any demur or protest. Shri S. S. Mukherjee, the learned Advocate for the employers stated that he did not press the objection raised in para 3(C) referred to above and that the two objections raised in clauses (a) and (b) of para 3 are one and the same, viz., that the reference by the Central Government after the date of the closure of the colliery was invalid and without jurisdiction. The closure of the colliery with effect from 16th January 1967 as a fact has never been in dispute. Indeed, the reference proceeds on the assumption that there has been a closure already. As pointed out by me above, the reference under consideration is made by the Central Government by its order dated 16th May 1967. Shri P. K. Bose, the learned Advocate for the workmen has tried to argue that the colliery was not closed on 16th January 1967 but continued to work even after that date. But I find that this contention on behalf of the workmen is contrary to their admitted position. In para 3 of their written statement they had categorically conceded that the colliery was closed with effect from 16th January 1967. In para 9 of the written statement of the workmen it was stated that it was not the closure of the colliery that was in dispute but the dispute was as regards the circumstances under which the colliery was closed. In para 2 of their statement the employers had stated

that the colliery was closed with effect from 16th January 1967 and that it was for unavoidable reasons beyond their control. In reply to the para the workmen had stated in para 10(b) of their written statement that the contention of the employers so far as it related to the fact of closure was concerned, was admitted. The witnesses WW.2, WW.3, and WW.4 also have admitted that the colliery was closed with effect from 16th January 1967. The workmen had nowhere stated in their written statement that the colliery was not closed as a fact from 16th January, 1967 and there is no evidence also in that direction. Hence, the workmen cannot be heard to contend that the colliery was not closed with effect from 16th January 1967. That apart, the reference itself says that the colliery was closed with effect from 16th January 1967. The Supreme Court in *De'hi Cloth and General Mills Co. Ltd., Vs. their workmen and others* (1967-1-L.L.J.423) has pointed out that the Tribunal cannot widen the scope of the enquiry beyond the terms of reference and that parties cannot be allowed to challenge the very basis of issue set forth in the order of reference. Thus, the workmen cannot be permitted to dispute that the colliery was closed with effect from 16th January 1967 which is the very basis of the reference. In *Hind Shippers (P) Ltd. and another Vs. Central Government Industrial Tribunal, Dhanbad* the Patna High Court has held that when business had once been closed, any dispute arising with reference thereto will fall outside the purview of the Industrial Dispute. In that case the facts were these: The Government of India, Ministry of Labour, Employment and Rehabilitation, by their order dated 9th December 1963, referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947, the alleged industrial dispute existing between the employers in relation to the Jogta Colliery of Jogta Coal Company, Ltd. and their workmen in respect of the matters specified in the schedule attached to the said order of reference, which scheduled reads as under:—

"whether the closure of Jogta colliery by Jogta Coal Co. Ltd., with effect from 4th August, 1963 was on account of unavoidable circumstances beyond the control of the employers? If not, to what relief are the workmen entitled?"

The Tribunal had held that the closure of the Jogta colliery was not on account of unavoidable circumstances beyond the control of the employers. Against the award *Hind Shippers (P) Ltd. and Jogta Coal Co., Ltd.*, filed writ petitions in the High Court of Patna under Articles 226 and 227 of the Constitution of India. Applying the principle laid down in *Pipraich Sugar Mills, Ltd., Vs. Pipraich Sugar Mills Mazdoor Union* (1957-1-L.L.J. 235) and *Tea Districts Labour Association, Calcutta Vs. Ex-employees of Tea Districts Labour Association and another* (1960-1-L.L.J. 802) of the Supreme Court and *Sitaram Sah Vs. State of Bihar* (1960-1-L.L.J. 637) of their own High Court their Lordships of the Patna High Court have held at page 368 "it follows, applying the principle laid down in the decisions referred to above, that the reference itself was beyond the competence of the Central Government. The resultant award must, therefore, be held as void." The facts in the case before their Lordships of Patna High Court were identical as those in the present case. inasmuch as the order of reference is made after the closure of the colliery. Thus, the legal objection raised by the employers requires to be upheld. As the reference itself is bad and this Tribunal has no jurisdiction to entertain it, it becomes unnecessary to decide the other contentions raised by the parties.

5. It is, therefore, held that the reference is beyond the competence of the Central Government and this court has no jurisdiction to entertain it. The award is made accordingly and submitted under section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer

Central Govt. Industrial Tribunal (No. 2)
Dhanbad.

[No. 1/6/67-LR.II.]

New Delhi, the 27th January 1970

S.O. 452.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between 9 employers of Satna Lime stone quarries, Satna and their workmen, which was received by the Central Government on the 21st January, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT
JABALPUR

CAMP AT ALLAHABAD

Dated January 15th 1970

PRESENT:

Shri G. C. Agarwala, Presiding Officer.

CASE REF. NO. CGIT/LC(R)(22) OF 1969

PARTIES:

Employers in relation to Limestone Quarries in Satna Area (as mentioned in Schedule I to the order of reference).

Versus

Their workmen represented through Madhya Pradesh Stone Lime Mazdoor Sangh.

APPEARANCES:

For Workmen—Shri C. S. Tiwari, General Secretary, M.P. Stone Lime Mazdoor Sangh, Satna.

For Employers.—1. Shri T. P. Singh for National Limestone Co., Satna.

2. Shri Behari Lal Nigam for Harry Mining Corporation Satna.

3. Shri K. C. Banerji for Jaiswal Limestone Company Satna.

4. Shri R. N. Rai for other employers and Indian Lime Manufacturer Association.

INDUSTRY: Limestone

DISTRICT: Satna (M.P.).

INTERIM AWARD

By Government Notification No. 36/1/68-LRI dated 24th April, 1969, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Government of India, referred the following matters of dispute, as stated in the Schedule II to the order of reference to this Tribunal, for adjudication:—

Matter of Dispute

SCHEDULE I

1. Diwan Lime Company, Satna.
2. Dyers Stone Lime Company (Private) Ltd., Satna.
3. S. N. Sunderson and Company, Satna.
4. S. K. Kahansons and Sons, Satna.
5. Harry Mining Corporation, Satna.
6. Jaiswal Stone Lime Company, Satna.
7. Chourasia Lime Company, Satna.
8. National Stone Lime Company, Satna.
9. Baghelkhand Products Limited, Satna.

SCHEDULE II

(1) Whether, having regard to the recommendations of the Central Wage Board for Limestone and Dolomite Mining Industries, the workmen of the quarries of the employers mentioned in schedule I are entitled to any increase in their wages? If so, to what relief are they entitled?

(2) Whether the workmen of the quarries of the employers mentioned in schedule I are entitled to bonus, in addition to any bonus—they have already received, in respect of the accounting year 1966. If so, what should be the quantum of such bonus?

There are two disputes under reference as stated in schedule II to the order of reference, one relating to bonus and the other for wages as recommended by the Wage Board. This interim award is confined to limited question of interim relief in wages and has nothing to do with the Bonus issue.

2. During the preliminary stages of the hearing of the case, Sri Chandra Shekhar Tiwari, General Secretary of the M. P. Stone Lime Mazdoor Sangh filed an application on 18th September, 1969 that till the decision of the case the workers should be allowed an interim relief as the wages which the workers are receiving are inadequate to make the both ends meet. He has demanded Rs. 1.25 p. or Rs. 30/- p.m. as interim relief. The employers were required to file objections which they did and after certain documents and statements required to be compiled had been filed, arguments on the question were heard at length at the hearing rendered on 31st December, 1969. It is a common case that the first interim relief had been extended by the employers to their workers as recommended by the Central Wage Board for Limestone and Dolomite Mining Industries. It is further an admitted position that the final Wage Board recommendations have not been implemented by any of the employers. With regard to the second interim relief which was recommended by the Wage Board and was accepted by the Government Resolution No. WB-2(4)/66(2) dated 12th August, 1966, the recommendation as such was not implemented by all. M/s S. N. Sunderson & Company, however, pleaded that there was settlement between the workers and the employers on 30th March, 1967. According to them that settlement covered not only the second interim relief but also the entire question of implementation of Wage Board recommendations. One of the employers M/s. National Stone Lime Company (Employer No. 7) in the written statement pleaded that they had closed limestone mining industry as far back as 1965, a fact which is disputed by the Union. In the objection filed to the application for interim relief, however, no mention was made to this fact.

3. All the employers besides pleading incapacity to pay, raised certain preliminary objections and contended that for an interim relief, the preliminary points should first be determined.

4. The first objection taken is that the Central Wage Board was a non-statutory body and the terms of reference are whether the workers are entitled to any increase in view of the recommendations of the Central Wage Board. It was, therefore, contended that the workers are not entitled to any increase because of the non-statutory nature of the Central Wage Board. The contention is on the face of its untenable. As a matter of fact, because recommendations of the Central Wage Board are non-statutory, hence precisely for this reason there arose the necessity of the reference. Had the recommendations been statutory there could be no occasion for a reference and the recommendations could have been statutorily enforced.

5. The other preliminary objection raised is that the dispute is not an industrial dispute inasmuch as most of the workers of these employers are not members of this Union. The nature of the dispute itself is of a collective nature and who sponsored it does not really matter. The conciliation failure report shows that the employers made no objection of this kind during the conciliation proceedings and it was not at all contended before the Conciliation Officer that M.P. Stone and Lime Mazdoor Sangh was not competent to raise a demand and sponsor a dispute. This objection therefore also, on the fact of it, is untenable.

6. For entitlement of interim relief the two principal requisites are a *prima facie* case and the further fact that the interim relief should not be the whole relief (vide Hotel Imperial, New Delhi and other Vs. Hotel Workers' Union—1959-II-LLJ p.544 at 552). That the workers have a *prima facie* case admits of no doubt. The Wage Board recommendations after considering the special conditions prevailing in the M.P. limestone industry in Satna, Malhar, Jukehi and Katni, in paragraph 5.54 at p. 36 and paragraphs 6.4 to 6.7 at pages 42 to 47 of the recommendations, made a composite recommendation for the entire industry. It cannot, therefore, be said that the objections of the employers had not been considered. The recommendation of the Wage Board an expert body constituted as it was has a persuasive value and when certain increases in wage have been found by this expert body, it cannot be said that the workers have not a *prima facie* case. As a matter of fact, by accepting and implementing the first interim relief the employers themselves had conceded the validity of the Central Wage Board in respect of the recommendations made thereat. It may be that the whole question about the paying capacity of the individual employers may now have to be enquired and looked into so as to see how far, if at all, any increase in wages can be allowed by reason of Wage Board recommendations but it would be futile to contend that the workers have not got a *prima facie* case for increase in wage and when the employers have not implemented even the second interim relief, much less the final recommendations, there is enough ground to award an interim relief. The validity and the extent of justifiability of final Wage Board recommendations will be a larger question and will have to be examined in view of the latest Supreme Court case Workmen of Shri Bajrang Jute Mills Ltd. Vs. Bajrang Jute Mills Ltd.

(C.A. 923 of 1966 decided on 31st October, 1968) but to deny even the small second interim relief to the workmen after having implemented the first interim relief recommendation, particularly so when the extent of second interim relief was quite small being Re. 0.50 p. per day to daily rated workers and Rs. 13/- per month to monthly rated workers and to be worked out on the same basis for piece rated workers, is apparently unfair to workers and not a satisfactory attitude of the employers. Considering therefore all the pros and cons of the question and taking into account that the decision of the issues under reference for a final award by this Tribunal may take sometime it is desirable that the workers should be given the interim relief as was recommended as the second interim relief by the Central Wage Board for Limestone and Dolomite Mining Industries.

Decision

It is therefore directed that with effect from the date of the demand i.e. 21st December 1967 except for M/s. S. N. Sunderson & Company who had entered into a settlement with their workers on the question of the Second Interim Relief by means of a settlement dated 30th March, 1967, all other employers shall pay the interim relief as recommended by the Central Wage Board for Limestone and Dolomite Mining Industries as second interim relief by order dated 29th April, 1966 and accepted by Government Notification No. WB-2 (4)/66(2) dated 12th August, 1968. It will be an open question for M/s. National Stone Lime Company, Satna to establish that they had closed the limestone mining business from the year 1965. If they succeed in so doing the direction shall not be binding on them. The employers shall implement this direction regarding second interim relief as aforesaid, within one month from the date of the publication of this interim award.

(Sd.) G. C. AGARWALA,
Presiding Officer.

Dated 15th January, 1970.

[No. 36(1)/68-LR-IV.]

New Delhi, the 2nd February 1970

S.O. 453.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of East Kajora Colliery of Messrs Jaipuria Samla Amalgamated Collieries Limited, Post Office Samla Collieries, District Burdwan and their workmen, which was received by the Central Government on the 27th January, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 84 OF 1969

PARTIES:

Employers in relation to the management of East Kajora Colliery of Messrs Jaipuria Samla Amalgamated Collieries Limited,

AND

Their Workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Sri R. Ramchandra, Group Labour Officer.

On behalf of Workmen—Sri Parasu Ram Panda, Secretary, West Bengal Khan Mazdoor Sangha.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/63/69-LR-II, dated September 27, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred an industrial dispute between the employers in relation

to the management of East Kajora Colliery of Messrs Jaipuria Samla Amalgamated Collieries, Limited and their workmen, to this Tribunal, for adjudication, namely:—

“Whether the action of the management of East Kajora Colliery of Messrs Jaipuria Samla Amalgamated Collieries Limited, Post Office Samla Collieries, District Burdwan in dismissing Sarvashri Pardeshi Harijan, Underground Trammer and Lochan Harijan, Timber Mazdoor with effect from 28th October, 1968 was justified? If not, to what relief are the workmen entitled?”

2. I am not called upon formally to decide the dispute and pass an award. Happily, the parties have settled their dispute and have filed a joint petition of compromise before this Tribunal. Now, that the parties have settled their dispute, I pass an award in term of the settlement. Let the petition of compromise form part of this award.

(Sd.) B. N. BANERJEE,
Presiding Officer.

Dated, January 22, 1970.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

REFERENCE NO. 84 OF 1969.

Employers in relation East Kajora Colliery of Messrs Jaipuria Samla Amalgamated Collieries Ltd

AND

Their Workmen, represented by West Bengal Khan Mazdoor Sangh (UTUC).

The parties to the dispute jointly submit that they have settled the dispute amicably on the following terms:

1. That Shri Pardeshi Harijan will be reinstated in his employment within one week from date.
2. That Shri Harijan would be paid a sum of Rs. 700 (Rupees Seven hundred only) in full settlement of his claim for wages for the period of suspension till reinstatement.
3. That his absence from the period of suspension till reinstatement will be treated as leave without wages for the purpose of continuity of service.
4. That the dismissal of Sri Lochan Harijan will be treated as discharge, without blame worthiness Harijan.
5. That Shri Lochan Harijan will be paid Rs. 900 (Rupees Nine hundred only) in full and final settlement of all his claim against the Company.
6. The parties shall bear their own costs.

The parties therefore jointly request that an award may be passed in accordance with the terms stated above.

Dated, 22nd January 1970.

(Sd.) PARASU RAM PANDE,

Secretary,

West Bengal Khan Mazdoor Sangha,

22-1-70.

(for Workmen).

(Sd.) P. C. DIXIT,
Principal Officer.
(for Employers).
[No. 6/63/69-LR.II.]

ORDERS

New Delhi, the 24th January 1970

S.O. 454.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the managements of (1) Bright Kusunda Colliery, Post Office Dhansar, District Dhanbad; (2) Central Kujama

Colliery, Post Office Jharia, District Dhanbad; and (3) Simlabahal Colliery, Post Office Jharia, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, (No. 3) Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the managements of (1) Bright Kusunda Colliery, Post Office Dhansar, District Dhanbad; (2) Central Kujama Colliery, Post Office Jharia, District Dhanbad; and (3) Simlabahal Colliery, Post Office Jharia, District Dhanbad, are justified in not introducing wage structure and other benefits in accordance with the recommendations of the Central Wage Board for the Coal Mining Industry as accepted by the Government of India in their Resolution No. WB-16(5)/66, dated the 21st July, 1967? If not, what should be the wage structure and other benefits in respect of the workmen concerned and from which date?"

[No. 1/26/69-LR.II.]

S.O. 455.—Whereas an industrial disputes exists between the management of Bhilai Steel Plant, Bhilai (hereinafter referred to as the said Company) and their workmen represented by Samyukta Khadan Mazdoor Sangh (hereinafter referred to as the Union);

And, whereas, the said company and the Union have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government,

Now, therefore, in pursuance of the provisions of the Section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 3rd January, 1970.

FORM C

[See Rule 7]

AGREEMENT

(Under Section 10-A of the Industrial Dispute Act, 1947)

BETWEEN

Name of Parties:

Representing employers:

- (1) Shri R. P. Singh, Sr. Industrial Relations Officer (Mines), Bhilai Steel Plant.
- (2) Shri K. G. Marar, Addl. Labour Welfare Officer, Bhilai Steel Plant.

Representing Workman:

- (1) Shri Jibon Mukherjee, President, Samyukta Khadan Mazdoor Sangh P.O. Dalli Rajhara.
- (2) Shri H. Ghosh, Vice President, Samyukta Khadan Mazdoor Sangh P.O. Dalli Rajhara.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri P. C. Rai, Regional Labour Commissioner (Central) Jabalpur.

Specific matters in dispute:

"Whether the claim of Shri Baldeo Singh, Jr. Sampler, Rajhara Mines for regularisation as Sampler in the scale of Rs. 168—290 is justified? If not, to what relief the workman is entitled?"

- (ii) Details of the parties to the dispute including the name and address of the Establishment or undertaking involved—

General Manager, Bhilai Steel Plant, Hindustan Steel Limited, P.O. Bhilai-1, Dist. Durg (M.P.) in relation to Rajhara Mines and their workmen represented by Samyukta Khadan Mazdoor Sangh, Rajhara Mines Branch, P.O. Dalli Rajhara, Dist. Durg (M.P.)

- (iii) Name of the Union, if any, representing the workmen in question—

Samyukta Khadan Mazdoor Sangh, Rajhara Mines Branch, P.O. Dalli Rajhara, Dist. Durg (M.P.).

- (iv) Total number of workmen employed in the undertaking: 2,500.

- (v) Estimated number of workmen affected or likely to be affected by the dispute: 1 (One)

The arbitrator shall make his award within a period of six months from this date or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

(Sd.) JIBON MUKHERJEE,

Representing Workmen

(Sd.) H. GHOSH,

Representing Workmen

Signature of the parties.

(Sd.) R. P. SINGH,

Representing Employers.

(Sd.) K. G. MARAR,

Representing Employers.

Accepted

(Sd.) P. C. RAI,

Regional Labour Commissioner (Central), Jabalpur.

Witness:—

(1) (Sd.) C. T. YOHANNAN,

(2) (Sd.) K. R. KRISHNANKUTTY.

[No. 37(25)/69-LR-IV.]

New Delhi, the 27th January 1970

S.O. 456.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Ballarpur Colliery of Messrs Ballarpur Collieries Company, Nagpur, (Maharashtra) and Shri Mohanlal Hubblal in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

“Whether the action of the management of Ballarpur Colliery of Messrs Ballarpur Collieries Company, Nagpur in dismissing Shri Mohanlal Hubblal, badli workman with effect from the 21st May, 1969 was justified? If not, to what relief is the workman entitled?”

[No. 3/1/70-LR.II.]

New Delhi, the 28th January 1970

S.O. 457.—Whereas applications under clause (b) of sub-section (2) of Section 33 of the Industrial Disputes Act, 1947 (14 of 1947), specified in the Schedule annexed hereto are pending before Shri Jawan Singh Ranawat, Presiding Officer, Industrial Tribunal, Rajasthan, Jaipur.

And, whereas, the services of the said Presiding Officer of the said Tribunal have ceased to be available;

And, whereas, for the ends of justice and grounds of convenience of the parties, the said applications should be disposed of without delay;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby withdraws the proceedings in relation to the said applications from the said Presiding Officer Jawan Singh Ranawat, and transfers the same to Shri Gopal Narain Sharma, Presiding Officer, Industrial Tribunal, Jaipur for the disposal of the said proceedings with the direction that the said Tribunal shall proceed with the said proceedings from the stage at which they are transferred and dispose of the same according to Law.

THE SCHEDULE

Sl. No.	Application No. and year	Parties to the dispute	
		Ist Party	IInd Party
1	M.C. No. 2/67	Bikaner Gypsum Limited,	V/s Shri Kheta Ram.
		Bikaner.	
2	M.C. No. 3/67	Bikaner Gypsum Limited,	V/s Shrimati Sugzni.
		Bikaner.	
3	M.C. No. 4/67	Jaipur Udyog Limited,	V/s Shri Rameshwar.
		Phalodi Quarry.	
4	M.C. No. 5/67	Jaipur Udyog Limited,	V/s Shri Chiranji Lal
		Phalodi Quarry.	Sawai Madhopur.

[No. 24/34/68-LR-IV.]

New Delhi, the 31st January 1970

S.O. 458.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of 12 Stone Quarries at Chandivell, Bombay whose names are mentioned in the schedule annexed hereto, and their workmen in respect of the matters specified in the said Schedule;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2) Bombay, constituted under section 7A of the said Act.

SCHEDULE

“Whether the lock-out declared by the following 12 managements of stone Quarries at Chandivell, Bombay-72, with effect from 27th December, 1969, was justified? If not, to what relief the workmen concerned are entitled?

1. Desai & Co. Engineers & Contractors, 8, Chandivell Establishment, Sakl Vihar Road, Bombay-72.
2. Dhanji Jethabhai & Co. Chandivell, P.O. Sakinaka, Bombay-72.
3. Maharashtra Construction Co., Chandivell Quarry No. 2, Bombay-72.
4. H. N. Somayya & Co., Chandivell, Post Sakinaka, Bombay-72.
5. Prakash Stone Quarries, Chandivell Farm, Sakinaka P.O., Bombay-72.
6. Chandivell Quarries, Chandivell, Bombay-72.
7. Shaller Stone Quarries, Chandivell, Kurla, Bombay-70.
8. Patel quarries, Chandivell, Farm, Sakinaka P.O., Bombay-72.

9. Bharat Stone and Metal Supply Co., Chandiveli Farm, Bombay-72.
10. Gulati Construction Corporation, Chandiveli Estates, Vihar Lake Road, Bombay-72.
11. Rishi Stone Crushing Co., Chandiveli Farm, Post Sakinaka, Bombay-72.
12. A. Mahendra & Co., Chandiveli Estate, Sakivihar Road, Bombay-72.

[No. 12(2)/70-LR-IV.]

S.O. 459.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Chanch Colliery of Messrs Bengal Coal Company Limited, Post Office Chirkunda, District Dhanbad and Shri Raj Mohan Ahir, Pump- Khalasi in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, (No. 3) Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Chanch Colliery of Messrs Bengal Coal Company Limited, Post Office Chirkunda, District Dhanbad, was justified in terminating the services of Shri Raj Mohan Ahir, Pump Khalasi, with effect from the 3rd September, 1968? If not, to what relief is the workman entitled?"

[No. 2/181/69-LR.II.]

S.O. 460.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Hindustan Lalpeth Colliery, Post Office Chanda, District Chanda and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Hindustan Lalpeth Colliery, Chanda in placing Shri Prabhudas Doma in category I and employing him as an Explosive Carrier from December, 1965 and in withdrawing the duties of Explosive Carrier from him from September, 1969, was justified? If not, to what relief is the workman entitled and from what date?"

[No. 3/2/70-LR.II.]

New Delhi, the 2nd February 1970

S.O. 461.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Jaipur Udyog Limited Sawal Madhopur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947),

the Central Government hereby constitutes an Industrial Tribunal with Shri Gopal Narain Sharma, as Presiding Officer with headquarters at Jaipur and refers the said dispute for adjudication to the Industrial Tribunal.

SCHEDULE

Whether the action of the management of Messrs Jaipur Udyog Limited, Sawaimadhopur, in retiring Shri Ram Bhejamal, Mechanic of Phalodi Quarry at the age of 55 years is justified? If not, to what relief is the workman entitled?

[No. 12(1)/70-LR-IV.]

P. C. MISRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 29th January 1970

S.O. 462.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Chandigarh in the industrial dispute between the employers in relation to the Punjab Cooperative Bank Limited, Amritsar and their workmen, which was received by the Central Government on the 21st January, 1970.

**BEFORE SHRI P. P. R. SAWHNY, B.A. (HONS) CANTAB BAR-AT-LAW,
PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PUNJAB, CHANDIGARH**

REFERENCE No. 8/C of 1967

BETWEEN

The workmen and the management of The Punjab Cooperative Bank Ltd., Amritsar.

APPEARANCES:

Sarvashri Madan Mohan and Thakar Durga Dass—for the workmen.

Shri Ravi Nanda—for the management.

AWARD

An industrial dispute, qua the schedule given below, having arisen between the workmen and the management of The Punjab Cooperative Bank Ltd., Amritsar, the Central Government of India referred to this Tribunal for adjudication vide Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment) Notification No. 51/48/67-LR.III, dated 7th September, 1967:—

SCHEDULE

Whether the demand of the workmen of the Punjab Cooperative Bank Ltd., Amritsar that the terms and conditions of their service should be in accordance with the memorandum of settlement arrived at on the 19th October, 1966 between the managements of the banks as represented by the Indian Banks Association, Bombay, Bombay Exchange Banks Association, Bombay and the workmen of the said bank as represented by the All India Bank Employees Association and All India Bank Employees Federation, is justified? If so, to what relief are they entitled?

2. Usual notices were issued to the parties and in response to the same the workmen filed their statement of claim and the respondent Bank its written statement.

3. In the statement of claim it has been inter alia stated, that The All India Bank Employees Association, hereinafter referred to as "AIBEA" is the sole representative of the workmen in the Punjab Cooperative Bank Ltd,

that the Punjab Cooperative Bank Ltd., was a party before different All India Tribunals appointed for the Banking Industry by the Government of India and was consequently covered by the respective awards, namely, Sen Award, Sastry Award, Labour Appellate Tribunal Award, The Industrial Disputes (Banking Companies) Decision Act and finally the Award of the National Industrial Tribunal presided over by Mr. Justice K. T. Desai,

that since the publication of the Desai Award, AIBEA, representing the workmen in the Banking Industry, pointed out several infirmities, anomalies and inadequacies in the award, which in turn were pointed out to several Commercial Banks including the respondent bank by the respective workmen's unions and so far as the respondent management is concerned, it was done by the AIBEA in their letter dated 13th November, 1963, addressed to the Union Labour Minister for seeking redress and also by the Punjab Cooperative Bank Employees Union in their letter addressed to the respondent management and the Union Labour Minister on 13th November, 1963;

that the AIBEA in their conference held at Trivandrum in February, 1964 decided to seek revision of wages and improvements in other terms and conditions of service of the employees in the Banking Industry;

that a request was made to the Government of India not to extend the Desai Award but the Government decided to extend the life of the award by a year;

that the workmen of the Punjab Cooperative Bank Ltd., and their union was at all material times party to the decisions and representations/agitations and sent letter dated 17th July, 1964 to the respondent bank as well as a telegram in respect of revision of pay-scales etc. on 30th September, 1964 and 10th August, 1964;

that as a result of the All India agitation, negotiations were held by the AIBEA with the Indian Banks Association and Bombay Exchange Banks Association and resulted in settlement on 18th August, 1964;

that a settlement was also reached between the AIBEA and Northern India Banks Association on 24th August, 1964 and under the said settlement the members of the Association of banks agreed to grant two additional slabs of dearness allowance over and above the Desai Award with effect from August, 1964 and also granted some other concessions to their employees and also agreed that disputes pertaining to revision of wage and other matters would be discussed and settled;

that the respondent bank not being a member of either of the three Associations of Banks took up a technical plea that the settlement was arrived at by the said Association of Banks with the AIBEA and as such was not binding on them;

that their union sent representations to the respondent management who agreed to grant the benefit of two additional slabs of dearness allowance over and above the Desai Award with effect from August, 1964 and the payment of this additional DA was being continued by the bank and is being paid at present to the employees;

that the Indian Banks Association, Bombay Exchange Banks Association and the Northern India Banks Association continued discussions with the AIBEA for upward revision of wages and improvements in other terms and conditions of service of the employees but the Punjab Cooperative Bank Ltd., refused to do so and on a complaint by their union, the Assistant Labour Commissioner (Central) initiated conciliation proceedings which were held on 12th August, 1965 and 1st September, 1965 and the matter was not pursued further and they awaited settlement in the other banks an assurance having been given by the respondent management that the settlement with the other banks would form the basis of discussions on wage revision and other matters;

that as was evident from letter dated 9th April, 1967 addressed by their union to the Union Labour Commissioner (Central) their union went on pursuing the matter of revision of wages and improvements of other terms and conditions of service with the respondent management;

that the Indian Banks Association and the Bombay Exchange Banks Association on the one hand and AIBEA on the other arrived at a settlement on 19th October, 1966 before the Chief Labour Commissioner (Central) on wage revision and other terms and conditions of service;

that in their letter dated 7th November, 1966 the AIBEA urged upon the respondent bank to enter into a settlement on wage revision and other terms and conditions of service and supplied to them a copy of settlement dated 19th October, 1966;

that a settlement was reached on 2nd January, 1967 between the AIBEA and Northern India Banks Association in the presence of Deputy Chief Labour Commissioner (Central) on wage revision and other terms and conditions of service and a copy of the settlement was also supplied to the respondent bank;

that when the respondent management did not agree to directly settle the wage revision and other disputes, the matter was referred to the Chief Labour Commissioner (Central), who entrusted the matter to the Regional Labour Commissioner (Central);

that the respondent bank was delaying matters and had raised a plea that as the Cooperative Bank Employees union had not terminated the Desai Award by giving two months' notice, the matter could not be discussed or settled;

that the AIBEA pointed out that the Cooperative Bank Employees Union had continuously been pursuing the matter with them through letters, & deputations and the management had been promising to settle the disputes after the settlements were to be arrived at in other banks, that copies of settlements that had been arrived at with other banks had been supplied to them, and that the management had been paying two additional slabs of dearness allowance over and above the Desai Award since 1964 and as such there was no force in their plea that no notice as envisaged by S. 19(6) of the Industrial Disputes Act, 1947 for terminating the award had been given to them;

that such notice may or may not be in writing and could be communicated in any form, provided the party for whom it was intended had sufficient knowledge of the facts constituting it;

that the respondent bank's Directors told the Regional Labour Commissioner (Central) that they had no objection to a joint reference of the dispute to the Industrial Tribunal, provided their employees agreed for inclusion in the terms of reference that there should be 48 working hours in a week, to which the AIBEA did not agree and maintained that the working hours should be the same as were prevalent in all the units of the Banking Industry throughout the country;

that in the meantime settlements were arrived at in the following Banks as well which were not covered by the settlements dated 19th October, 1966 and 2nd January, 1967 and these banks agreed to extend the wages and service conditions as decided under the settlement dated 19th October, 1966:

- (1) Catholic Syrian Bank Ltd.
- (2) Gaya Laxmi Bank Ltd.
- (3) Bombay Mercantile Cooperative Bank Ltd.
- (4) Belgaum Bank Ltd.
- (5) Bank of Madura Ltd.
- (6) British Bank of Middle East;

that these facts were brought to the notice of the Regional Labour Commissioner (Central) and it was pointed out that except for the respondent bank and the Narank Bank of India Ltd. (which employs 20 workmen) all the banks in the country had settled the dispute and decided to extend the provisions of settlement dated 19th October, 1966;

that it was under these circumstances that the Regional Labour Commissioner (Central) again fixed conciliation proceedings on 20th July, 1967 but the management did not send its representative and the Regional Labour Commissioner (Central) submitted a failure report;

that it was thereafter that the Government of India Ministry of Labour and Employment vide its Notification No. 51/48/67-LR.III, dated 7th September, 1967 referred the dispute in the following terms to this Tribunal for adjudication:—

"Whether the demand of the workmen of the Punjab Cooperative Bank Ltd., Amritsar that the terms and conditions of their service should be in accordance with the memorandum of settlement arrived at on the 19th October, 1966 between the management of the banks as represented by the Indian Banks Association Bombay, Bombay Exchange Banks Association, Bombay and the workmen of the said banks as represented by the All India Bank Employees Association and All India Bank Employees Federation, is justified? If so, to what relief are they entitled?

that the respondent bank is a C Class bank under the classification as provided for by the Desai Award and the settlement dated 19th October, 1966, and it has in all 4 branches out of which 3 are in the Punjab and one at Delhi and it employs 33 workmen.

that the bank at no stage pleaded its incapacity to pay but has been sticking to mere technicalities and legalities;

that in 99 per cent of the units of the Banking Industry' employing 99.9 per cent employees of the industry, the dispute pertaining to wages and other service conditions had been settled and they had extended the terms of settlement dated 19th October, 1966;

that there are various units of the Banking Industry which are of the same size as the respondent management, which have extended the wages and service conditions as decided under the settlement dated 19th October, 1966;

that had the dispute relating to wage revision and improvements in other terms and conditions of service not been settled through direct negotiations but referred to the National Tribunal for adjudication, the respondent Bank would have been a party before the said Tribunal and thus the concerned workmen would have also enjoyed the benefits of increased wages and improvements in services conditions as per its award;

that the increased establishment load on the respondent bank by extending the terms of settlement dated 19th October, 1966 would be very meagre rather negligible because after implementation of the settlement dated 19th October, 1966, the payment of two D.A. slabs will cease;

that when almost all the units of the Banking Industry have extended and implemented the terms of settlement dated 19th October, 1966, this Tribunal should direct the respondent management to extend wages and other conditions of service of their employees as contained in the settlement dated 19th October, 1966;

that All India Tribunals which had adjudicated upon wages and other service conditions of employees in the Banking Industry and also the settlement dated 19th October, 1966 had decided wages and other service conditions on the footing of industry-cum-region, where the region is All India based on the definition as contained in S.2(bb) of the Industrial Disputes Act, 1947;

that all other C Class banks covered by the said definition have already implemented the terms of settlement and that this Tribunal should take note of the fact that any distinction would create an imbalance of service conditions of bank employees and cause upset to the common structure;

that it be held by the Tribunal that the demand of the workmen for terms and conditions of service as per settlement dated 19th October, 1966, applicable to C Class banks, was justified and that by way of relief the same be made applicable to the workmen of the respondent bank without any amendment.

4. In the written statement the respondent management raised a preliminary objection that the reference was invalid as there was an existing award, known as Desai Award, between the parties which had not been terminated,

that section 19(6) of the Industrial Disputes Act, 1947 required a notice of termination of existing award before an industrial dispute could be raised,

that the Supreme Court had upheld this view in the case, Bangalore Woollen, Cotton and Silk Mills, decided on 18th September, 1967—the relevant extract being:—

"Mr. Justice Valldiallingam giving the judgment of the court observed that the communications relied upon by the workers to establish that the first award was terminated did not lead to such an inference. In this view the said Award was not terminated and, therefore, no reference could be made to the Tribunal of any issue covered by the first award",

and that since all the demands stipulated in the bi-partite agreement are covered by the Desai award, which still stands un-terminated, the reference is bad.

5. On merits it was inter alia maintained that AIBEA could not assume the character of workmen of the Punjab Cooperative Bank Ltd.,

that they had not received letter dated 13th November, 1963 or agreed to discuss and settle the dispute in respect of any wage revision or other matters without first getting terminated the previous award and it was denied that the workmen had agreed to put in 48 hours working weeks, or that they had received telegrams and letter referred to therein,

that it was correct that they had taken up a plea that that until the existing award was terminated, no fresh industrial dispute could be raised, which was covered by the existing award.

that it was correct that they had granted two additional slabs of dearness allowance but it was denied that at any time the termination of the Desai Award had been communicated to them by the workmen in any manner whatsoever, or that the grant of two slabs referred to above had any relevancy to the terms of reference.

that it was factually incorrect that the alleged assurances had been given by them and that only a copy of settlement had been asked for study as they were not a member of any association of any banks referred to,

that it was correct that they had refused to apply bi-partite agreement dated 19th October, 1966,

that they had no knowledge that the union had addressed a letter dated 9th April, 1967 to the Regional Labour Commissioner,

that it was correct that letter dated 7th November 1966 had been received by the bank from AIBEA, but this did not constitute a valid termination notice of Desai Award.

that a copy purporting to be a settlement with All India Bank Employees Association, dated 2nd January, 1967, had been received from the union, but the bank being not a party to the settlement, this settlement was not binding on the bank,

that it was wrong to suggest that the bank had made any promise to settle the dispute after a settlement had been arrived at with the other banks.

that it was correct that there was no specific form of notice prescribed under Law for termination of an award, but formal termination notice of award was a mandatory provision of law which cannot be condoned in view of the Supreme court judgement referred to above,

that it was correct that the bank's Director had told the Regional Labour Commissioner (Central) that they had no objection to joint reference of dispute for adjudication, and as a matter of fact in his letter dated 13th April, 1967 the Director had pointed out that notice of termination of an earlier award should first be given by the workmen as required by law and the matter should then be referred to adjudication,

that it was also brought to the notice of the Conciliation Officer as also Labour Commissioner that the present working hours of the workmen were very much less and they should be raised as the workmen working in banks were getting better pay than their counter-parts in other industrial or commercial spheres,

that the bank did not attend conciliation proceedings as alleged because they had pleaded that there was an existing award and it should be first terminated.

that it was correct that the respondent bank is a 'C' class bank under the classification provided by the Desai award and it had four branches employing 34 workmen out of which three being in the State of Punjab and one at Delhi,

that the bank has no capacity to pay increased wages and the demand made by the workmen for applying the Bi-partite agreement was to increase the workmen's emoluments by introducing the new higher wage-structure.

that keeping in view the principles laid down by the Supreme Court for construction of proper wage structure there was no justification in burdening the respondent bank by raising the emoluments of the workmen and introducing a new wage structure as there had been no progress in the business of the bank for the last several years, and future prospects were not bright so long as handicaps continued,

that the existing D.A. was so linked with the cost of living index that it afforded the workmen nearly full neutralisation of the increase in the cost of living since the date of Desai award, and there was no justification for revision on that score also,

that on persual of Bi-partite agreement it should be observed that grades and scales of pay which were revised, were raised by the Shastri award from 1st April, 1954, and subsequently by the Desai award from 1st January, 1962 the scales of

pay had further been raised, and since the wage structure was a long term policy it was but necessary that it should not be revised at such short intervals particularly so when the dearness allowance was linked with the cost of living index number,

that the workmen's statement that on the principle of industry-cum-region in the present case was the whole of India, was not acceptable as the bank employees had separate associations in different regions, and all the 'C' class banks, which were parties to the Bipartite agreement belonged to regions other than Delhi and Punjab regions, where the respondent bank was conducting business and, as such, the terms of such an agreement were inapplicable to the respondent bank on industry-cum-region basis, particularly so when the other banks were not comparable and not functioning with the handicaps of the respondent bank.

6. In the replication the workmen in regard to the preliminary objection stated that the reference was perfectly legal and valid and no form of nontice was mentioned in section 19(6) of the Industrial Disputes Act, 1947 for terminating the award in force, and such a notice need not be in a particular form and may be indicated in any way, provided that party for whom it was intended had sufficient knowledge of the facts constituting it. In this behalf it was added that the very conduct of the parties was ample proof of the fact that the respondent Bank had sufficient knowledge, which was borne out by action taken by the management in granting additional benefits over and above the Desai Award, consideration of the letters of the Punjab Cooperative Bank Employees Union in the meeting of the Board of Directors pertaining to demands, and meeting the union representatives on the subject which factor lead to the only conclusion that the Desai Award was terminated. It was also pointed out that the fact Bank management told the Regional Labour Commissioner that it was willing to hold a joint reference provided the AIBEA agreed for inclusion of Bank's issue that working hours should be 48 a week furnished a clear proof of the fact that the Desai award stood terminated. 1962-II-L.L.J.-50, a Calcutta High Court decision and 1962-I-L.L.J.-661 (S.C.) were referred to in this behalf.

It was further maintained that this issue could not be decided as a law point because it concerned facts and merits of the case which could only be done by leading evidence.

7. On merits it was reiterated that the statement of claim contained factual position since the Punjab Cooperative Bank Employees Union was an affiliated unit of the AIBEA, the AIBEA had a legal right to represent the workmen of the Punjab Cooperative Bank Ltd. It was also urged that letter dated 13th November, 1963 was served on the Bank by the Punjab Cooperative Bank Employees Union but it was denied by the management as no signatures had been obtained. They also maintained that the Punjab Cooperative Bank Ltd. had granted two additional slabs of dearness allowance over and above the Desai award as admitted by them, and this conduct of the respondent Bank showed that the Desai award stood terminated, as otherwise they would not have granted two additional slabs of D.A.

It was further maintained that since the Bank had admitted in para 11 of the written statement and letter dated 7th November, 1966 had been served by the AIBEA on them, it also served the purpose of termination of the Desai award, which stood terminated much earlier as was clear from the conduct of the parties.

It was further more maintained that all the Tribunals since 1949 before whom the respondent Bank was a party, which decided disputes in the Banking Industry and determined wages and other terms and conditions of service etc., did not take into consideration deposits, earnings and profits of a particular unit of the Banking Industry, and the approach for setting the wage structure was the same and similar as was under the settlement dated 19th October, 1966.

It was also urged that there were other 'C' class banks also which were parties to the settlements, dated 19th October, 1966 and 2nd January, 1967, who did not pay any dividend for the last four years. such as National Bank of Lahore Ltd., and showed profits less than the Punjab Cooperative Bank Ltd. such as Lakshmi Commercial Bank Ltd., whose profits for the year 1966 were only Rs. 25,000, and as such non-payment of dividend was no plea to deprive the workmen of upward wage revision,

that when the Government of India and the Reserve Bank of India imposed moratorium on the respondent Bank and proposed its merger with the Central Bank of India Ltd, on the ground that this bank was weak unit of the Banking Industry, this very bank pleaded that it was a very sound and safe and prospering unit with the result that the Reserve Bank of India and the Government of India

lifted that moratorium, and that being the position, there was no force in the contention of the respondent Bank that they had no capacity to bear the extra burden.

It was further urged that the plea advanced in this respect was untenable as the financial position was to be judged as a whole and that the burden of implementation of the settlement dated 19th October 1966 was to be very nominal inasmuch as on implementation of the settlement, dated 19th October 1966 by the respondent Bank the Payment of additional Dearness allowance of two slabs would cease.

It was further more urged that the future of the Banking Industry was very very bright and the pleas now raised by the respondent Bank had been considered by various Tribunals which took industry as a whole for consideration of wages and other service conditions and as the respondent Bank did not prefer an appeal against any of the awards on the subject, they were debarred from raising such a plea now.

It was also maintained that there was cent per cent neutralisation of dearness allowance in the case of members of the subordinate staff but it was 75 per cent in the case of clerical staff and since the enforcement of Desai Award (1962) there has been bigger erosion in wages and there should be cent per cent neutralisation in the case of clerical staff.

It was conceded that clause 4.8 of the settlement dated 19th October, 1966 did not apply to five 'C' class banks, as it was a fact that the relief provided was instead of granting two increments towards point to point adjustment, those five banks should grant one increment in terms of clause 21.1 of the settlement dated 19th October, 1966, but there was no change in the wage structure and other terms and conditions of service applicable to other 'C' class banks which have, as per settlement dated 2nd January, 1967, provided for increased special allowance than that settled under the settlement dated 19th October, 1966.

It was further conceded that as against full arrears the five 'C' class banks could pay 75 per cent of the total arrears which became due as in terms of settlement, but this was restricted to six months' arrears only.

It was however maintained that under such circumstances, the wage structure and all other conditions of service in the case of the respondent bank should be the same as in the case of other 'C' class banks under settlement dated 19th October, 1966, and there was no question of applying different standard in the case of one bank viz the Punjab Cooperative Bank Ltd which employs hardly 34 workmen.

It was also maintained that the settled wages and other service conditions of the employees of New Bank of India, Lakhshmi Commercial Bank, National Bank of Lahore, and Punjab & Sind Bank, which had their main branches and business in Delhi and Punjab, vide settlement dated 2nd January, 1967, are better than those of 'C' class banks covered under the settlement dated 19th October, 1966, and that there was no ground whatsoever for treating the respondent bank on a different footing from the other 'C' class banks.

8. An application, dated 25th January, 1968, was submitted by the respondent bank that the preliminary issue regarding the workmen having not terminated the existing award, they were debarred from raising the dispute, which went to the root of the matter, be framed before striking the issues on merits, and it was ordered by my predecessor on 25th January, 1968 that the preliminary objections could not be disposed off without recording evidence of the parties and that the issue on merits as well as the preliminary objections would be disposed off together.

9. On the pleadings of the parties of following issues were framed:—

- (1) Whether it was necessary for the workmen to have terminated the Desai award before this dispute?
- (2) If issue No. 1 be found in the affirmative, whether the Desai award has been terminated by the workman? If not, what is its effect?
- (3) Whether the demand of the workmen of the Punjab Cooperative Bank Ltd., Amritsar that the terms and conditions of their service should be in accordance with the memorandum of settlement arrived at on 19th October, 1966, between the managements of the banks as represented by the Indian Banks Association, Bombay, Bombay Exchange Banks Association, Bombay, and the workman of the said banks as represented by the All India Bank Employees Association and All India Bank Employees Federation, is justified? If so, to what relief are they entitled?

10. The workmen have examined five witnesses.

Shri K. C. Soni, Manager, Jullundur Branch of the respondent Banks was examined without oath for producing certain documents summoned from him, and he stated that those documents mentioned at Nos. 1, 2, 5 and 14 in the list of documents were not in his possession and he did not know whether they were available at the head office. He, however, placed on record copies of resolutions mentioned at Nos. 6 & 7, and added that letter dated 29th September, 1964 could not be traced out for want of time and could be produced on the next date of hearing if traced out, and also those mentioned at serial Nos. 12, 13 and 15 in the application. As regards the documents mentioned at serial Nos. 8, 9 and 10, he stated that they had been filed in court and the one mentioned at No. 3 had been filed by the workmen and was admitted to be correct by the Bank.

11. Shri V. P. Gupta, Regional Labour Commissioner (Central), Kanpur, has stated that he had held conciliation proceedings between the parties and Shri Jag Raj, Director of the bank, had made a statement before him on 6th April, 1967 copy of which is Ext. A.W.2/1 and copy of his report made as Conciliation Officer was A/1. According to him, Ext. A.W.2/2 was a copy of letter dated 27th May, 1967, sent by the employees Association to the Regional Labour Commissioner, and A/2 was a copy of the letter dated 9th April, 1967 sent by the Bank Employees union to the Regional Labour Commissioner. He has also stated that he had seen the original settlement dated 19th October, 1966 arrived at between the workmen and the management of different banks and he identified the signatures of the parties as well as of the Chief Labour Commissioner and of Shri Inderjeet Singh, Assistant Labour Commissioner, and that Ext A/3 was a Government publication of this settlement. He, however, further stated that he was not aware of the fact that there was another agreement between Northern India Banks Association and workmen's union on similar lines. He has also maintained that he had to investigate complaints of non-implementation of these settlement and had to retain copies of the settlement in his office, which are signed by the parties and the Conciliation Officer, and that he had signed the settlement Ext. A/4 as Conciliation Officer. According to him, A.W.2/1 was a note of discussion and not a statement and he remembered that during the conciliation proceedings the management had raised an objection that before raising the dispute, the workmen should have terminated the previous award.

12. Shri Ved Pal Suri, Manager of the respondent Bank, was also examined without oath, who brought documents mentioned, at item No. 4 and two documents mentioned at item No. 7, and added that the position with regard to the other documents was explained in the statement, A.W.3/1.

13. Shri Jagdish Oberoi, Special Assistant Labour Bank, New Delhi, who is the Office Secretary of the All India Bank Employees Association, has maintained that there is a Northern India Banks Association which has five members, namely, New Bank of India, National Bank of Lahore, Lakshmi Commercial Bank, Punjab & Sind Bank and Oriental Bank of Commerce, and that there bank was also a member of this association and they had their head offices in Delhi or Punjab.

He has added that settlement, Ext. A.W.4/1, had been signed between the All India Bank Employees Association and the Northern India Banks Association, dated 24th August, 1964, and that he was a party to the settlement which bears his signatures. He has also maintained that there was another settlement between the same parties in January, 1967, signed before Shri Sanyal, Deputy Chief Labour Commissioner to which he was one of the signatories marked 'A'. (Its production was however objected to by the opposite party.)

He has also stated that the settlement, dated 19th October, 1966 had been enforced in their bank with certain amendments marked as 'A', and that out of those five banks, New Bank of India and the Oriental Bank of Commerce had been upgraded as 'B' class banks and the service and conditions of their employees have been upgraded than those of other 'C' class banks under settlement dated 19th October, 1966.

In cross-examination he has stated that the Northern India Banks Association was not a party to the bipartite agreement dated 19th October, 1966, and none of the five banks mentioned by him were parties to it as they had a separate settlement dated 2nd January 1967.

14. When recalled he has stated that A/1 is the original settlement which bears the signatures of Shri A. C. Kakar, President of the All India Bank Employees Association and Shri Parbhat Lal, General Secretary of the said Association, whose

signatures he identified, and he filed the original settlement; Ext. A.W.4/32 which is also signed by him.

15. Shri Piara Lal, General Secretary of Punjab Cooperative Bank Employees union, has stated that their bank has three branches in the Punjab and one in Delhi, that the total number of workmen employed are 36, and their union was affiliated to the Punjab Bank Employees Federation, which in turn was affiliated to the All India Bank Employees Association. According to him, Ext. A.W.1/5 was the office copy of the letter written to the Labour Minister, Government of India (admissibility of this document was objected to as the original had not been produced), and Ext. A.W.5/2 was office copy of a letter dated 17th July, 1967, addressed to the Chief Executive Officer of the respondent bank, which was signed and posted by him as per postal receipt Ext. A. He has also stated that A.W.5/4 was a letter dated 13th December, 1964, by him under his signatures (objected to by the opposite party and that he identified the signatures of Shri H. L. Parwana's letter dated 11th November, 1966 Ext. A.W.5/69 objected to). He has also produced charts prepared by him to show incidence of the bank if bipartite agreement dated 22nd October, 1966 was made applicable, which he claimed should be read as part of his statement marked A.W.5/7 to A.W.5/31. He has further stated that he met the management in a deputation for applying the said agreement and they were told that the matter had been referred to the Board for favourable consideration and they agreed that the same will be made applicable to them.

He has also maintained that it was correct that moratorium was imposed from 17th April, 1961 to 16th September, 1961, but added that in view of the satisfactory financial position of the bank it was withdrawn.

He has also added that it was correct that the bank was not permitted to distribute dividend to shareholders, and that the financial position of the bank in his view was much better than other 'C' class banks.

16. The management have examined one witness, Shri Ved Pal Suri, their General Manager, who is working with the respondent bank since 1935 in various capacities, both before the partition at Lahore and after the partition from July, 1960 to middle of September, 1961 and again from October, 1964 onwards. He claims that he is conversant with the working of the bank and that in 1960 the respondent bank was declared as a displaced bank in the official Gazette. He has also stated that at the time of partition they had five branches in West Pakistan and three in India and the main business was being carried on in West Pakistan, where most of the property of the bank had been lost which was to the tune of Rs. 25 lakhs. According to him, they had an office at Lahore after the partition also, but it had been taken over by the Pakistan Government when hostilities broke out in 1965 and no compensation has been given to them in lieu thereof, and that for the mortgagee rights they had been paid very low percentage of their dues. He has also stated that after the partition they wanted to open a number of branches but were only permitted to open a branch at Delhi, that in May, 1965 a moratorium was declared which was to remain in force for four months, and as a result they were stopped from transacting business, and their deposits came down to Rs. 70 lakhs.

According to him dearness allowance was given to their employees in accordance with the Desai award, which was linked with the consumers price index number and maximum D.A. was 93 per cent to the clerical staff and 124 per cent to the subordinate staff, and that at present the D.A. that was being paid was 90 per cent to the clerical and 120 per cent to the subordinate staff.

He has denied that their bank was a member of the India Bank Association or of Northern India Banks Association at any time or they represented them in any dispute. He also maintained that the workmen at no stage terminated the Desai award orally or otherwise and that no 'C' class bank written in the agreement dated 19th October, 1966 operated in the area where their branches were situated. He has also stated that their business was very much restricted as a result of directions received from the Reserve Bank of India from time to time.

He has admitted in cross-examination that the head office of the respondent bank was registered at Amritsar throughout, and has maintained that apart from the balance-sheets there was no other document to show the incidence of the property left behind in Pakistan except a copy of the claim submitted to the Claims department. He has also admitted that they had been authorised by the State Bank of Pakistan to realise their assets and pay to the Pakistan nationals their dues, and that they had made realisations but has added that they were not allowed to take them out to India. He has also admitted that their bank was a

party to the Shastri award and also to the Desai award, and that they had made their financial position known before the Tribunal presided over by Mr. Justice Shastri and that in both these awards they have been classified as 'C' class banks. According to him Desai award became operative in July, 1962. He has also admitted that they had sent representation to the Reserve Bank of India maintaining that their financial position was sound and that their employees be paid higher dearness allowance than that was being given under the Desai award, and they allowed 6 per cent to the clerical staff and at 8 per cent to the subordinate staff, which was still being paid.

He has also admitted that before the Government made this reference he had appeared before the conciliation Officer to whom the dispute had been referred and added that letter No. 205, dated 27th January, 1967, may have been received from the General Secretary of the Punjab Bank Employees Federation, Jullundur, addressed to the Punjab Cooperative Bank Ltd., Amritsar, relating to wage revision. He has further admitted that the Punjab & Sind Bank and National Bank of Lahore which are 'C' class banks, and so also Lakshmi Commercial Bank are operating in Punjab and Delhi, but has added that they are members of the Northern India Banks Association, whereas the respondent Bank was not a member of that association.

17. As regards issues No. 1 and 2, the parties are agreed that the subsisting award had to be terminated. It is thus to be determined whether there has been termination of the award as required by section 19(6) of the Industrial Disputes Act, 1947.

18. This section does not lay down any particular form of notice and it also does not require that such a notice should be in writing as in the case of settlements executed under section 19(2) of the Industrial Disputes Act. All this goes to show that no formal notice in writing is required for termination of an award under section 19(6) of the Industrial Disputes Act, 1947 and it has so been held in 1962—I—L.L.J.—661 (at page 664).

Again in 1964—II—L.L.J.—100 a charter of demand was considered to be sufficient notice under section 19(6) of the Industrial Disputes Act, and also in 1968—I—L.L.J.—555 (at page 559), and 1966—I—L.L.J.—13. In the latter case it was held that oral notice was sufficient, though this issue was left open by their Lordships in the former case.

19. It was conceded by the parties that the date of notice of termination of the award was material as after two months the notice becomes effective.

In this connection it may be added that in the present case Desai award came into force on 13th June, 1962, which was binding statutorily for a period of one year i.e. upto 13th June, 1963 but the Government of India which had the power to extend the same for three years, subject to the approval of the Parliament, further extended the same upto 13th June 1965, and it was mutually agreed by the parties to extend it upto 13th June, 1965 year by year.

Having already held that no formal notice in writing of the intention of terminating the award was necessary, it is to be determined whether from the conduct of the parties there was sufficient indication of the parties' intention to terminate the award.

20. The workmen claim that they had given more than adequate indication of their intention of terminating the Desai Award required to be changed after the expiry of one year.

The under mentioned documents have also been relied upon by the workmen to prove their intention to terminate the award—

- (i) Letter dated 10th/13th November, 1963, Ext. A.W. 5/1, addressed to the Labour Minister, attacking certain parts of the Desai award,
- (ii) Letter dated 27th August, 1964, Ext. A.W. 5/45, admitted to have been received by the management, relating to Payment of the same amount of dearness allowance as was being paid by the other banks to their employees, (which showed the workmen wanted a change in the Desai award),
- (iii) Letter dated 3rd September, 1964, Ext. A.W. 5/46, relating to Provident fund, medical aid and gratuity etc., which contains demands as per settlement on all India basis, dated 24th August, 1964, Ext. A.W. 4/1,
- (iv) Letter dated 17th July, 1964, Ext. A.W. 5/2, sent to the management pointing out in adequacies and infirmities in the award,

- (v) Letted dated 5th October, 1964, Ext. A.W. 5/3,
- (vi) Letter dated 28th November, 1964 from the Manager to all the branches of the bank which has a mention that additional D. A. was to be given to employees than what was being given under the Desai award, and this showed that the demand of the workmen had been conceded,
- (vii) Copy of Bank Board's resolution, dated 26th September 1964 which showed that the management had considered the request of the employees for additional D.A. and it was granted,
- (viii) Letter dated 8th July, 1965, Ext. A.W. 5/36, in which the workmen reiterated their demands,
- (iv) Letter dated 12th September, 1965, Ext. A.W. 5/35, which amounted to termination of award as validity of the Desai award ended on 13th June, 1965, and there was a clear expression in this letter of the intention to terminate the award,
- (x) Later dated 7th November, 1966, Ext. A.W. 5/51, in which it has been stated that after the settlement dated 19th October, 1966, had been arrived at, the All India Bank Employees Association, of which the concerned workers union was a member, had written to the respondent bank to give the same benefits to their employees as had been given by the other banks to their employees,
- (xi) Note Ext. A.W. 2/1, made by Shri Jag Raj, Director of the bank, after he had had discussions with the Labour Commissioner, Kanpur, and statement made by Shri V. P. Gupta, Labour Commissioner, A.W. 1. showed that the demand of the workmen was the same which framed the subject matter of reference i.e. revision of wages, etc.

21. It has been claimed by the workmen that the fact that on their request the respondent Bank Board passed a resolution dated 26th September, 1964, that they would give them additional D.A., the management had clearly waived the right of notice of termination of the award. It was also claimed by them that from the note, Ext. A.W. 2/1, recorded by Shri Jag Raj, Director of the Bank after discussions with the Labour Commissioner, Kanpur, and statement made by Shri V. P. Gupta, Labour Commissioner, A.W. 2, it was evident that the management had waived right of notice of termination of award, in-as-much as their discussions related to revision of wages etc. which formed the subject matter of the reference and as such there had been sufficient compliance of the provisions of section 19(6) of the Industrial Disputes Act, 1947.

22. This apart, letter dated 12th September, 1965, Ext. A.W. 5/35, has a clear expression of the intention to terminate the award and it can be deemed to constitute a notice as envisaged in section 19(6) of the Industrial Disputes Act, 1947. Likewise, letter dated 7th November, 1966, Ext. A.W. 5/51, in which it has been stated that after settlement dated 19th October, 1966 had been arrived at, the All India Bank Employees Association, of which the workmen's association is a member, wrote to the respondent bank to give the same benefits to their employees as had been given by the other banks to their employees, also seems to constitute notice to terminate the award in as much as the present reference was made on 7th September, 1967.

23. The other documents relied upon by the workmen also in a way indicate their intention to terminate the Desai award and according to the statement made by A.W. 5, Shri Piara Lal, oral representations had also been made and discussions held and a copy of bipartite settlement had been signed by the management vide letter, Ext. A.W. 5/47, and a numerous other letters and representations had been exchanged which again show that the workmen had expressed their intention to terminate the award.

It may be mentioned that at no stage the representative character of the association had been challenged or their majority. Their General Secretary had appeared as a witness and claimed that their union was affiliated to the All India union, the management could have claimed an issue but they did not do so, which also goes to show that there is no substance in this contention.

24. The contention of the management that there had not been sufficient compliance of section 19(6) of the Industrial Disputes Act cannot be allowed to prevail under these circumstances.

Likewise their contention that no specific date had been mentioned as to when oral notice had been given as the date was material for the purpose of counting

two months is again not sustainable for the reason that there is ample documentary evidence to show that the intention to terminate the award had been sufficiently made known and much earlier than two months.

25. The management have also maintained that there had been no waiver and that it had to be conscious. Para 22 of the statement of claim was referred to in this behalf wherein it has been *inter alia* stated that the bank had not pleaded incapacity to pay but had relied upon technicalities, etc. But there is no force in this contention in view of the findings given earlier in this behalf.

26. Again there is hardly any substance in the argument advanced by the management relying upon Section 17-A and 19(3) of the Industrial Disputes Act on the basis of which the Desai award had been extended, that the letters sent earlier by the workmen had to be ignored inasmuch as it is the accumulative effect of all the correspondence exchanged which can and does give indication of the intention of a party to terminate the award.

27. In these circumstances it is held that the conduct of the parties and the material that has been placed on record shows that the workmen had given sufficient notice of their intention to terminate the award, and there had been sufficient compliance of the provisions of section 19(6) of the Industrial Disputes Act.

These issues are accordingly decided against the management.

28. As regards issue No. 3, it was maintained by the workmen that settlement dated 19th October, 1966, Ext. A/4, as also charts, Exts. A.W. 5/7 to A.W. 5/31 showed that if two additional D.A. slabs (which were not in bipartite settlement) were to be taken into account, while revising wages the financial burden on the employer would be to the tune of Rs. 9352.61 paise for 1966, Rs. 12475.62 paise for 1967, and Rs. 3730.78 paise for three months of 1968, and that it was evident from the balance sheets and work sheets that the employers had capacity to bear this minor additional burden and that profit prior to taxation was the guide as wages had to be given priority. In support of this plea it was pointed out that the Bank had declared 5 per cent dividend in their balance sheet for the year 1968 after writing off losses in West Pakistan, which showed that they had sufficient funds.

29. Statement of R.W. 1 was also relied upon by the workmen which shows that the financial position of the Bank was very sound and much better than some of the other 'C' class banks and it was also maintained that the bank had been placed in category 'C' and the Desai award had also place the bank in class III. and it had not been given the exempted category.

30. With this back ground it was urged by the workmen that there should be no distinction amongst the same categories of banks and they were entitled to the same benefits as employees of the other banks of this category.

31. The management have, on the other hand, claimed that their financial position was such that they could not bear the extra burden for the reasons:—

- (a) that it was a displaced bank, having its main activities in West Pakistan,
- (b) bipartite settlement, dated 19th October, 1966 showed in chapter XXI that there could be different approach for banks in the same category,
- (c) deposits of banks covered by the Desai award showed the respondent bank have less than others i.e. Rs. 80000/-, whereas some had deposits upto Rs. eight crores,
- (d) profit were insignificant though showing improvement,
- (e) that none of the banks which existed in their region was covered by the settlement, dated 19th October, 1966 and the settlement could not be made applicable to the respondent bank, and
- (f) that the wage structure had to be on industry-cum-region basis, as held in 1964—I.—L.L.J.—451 (at page 453), and 1962—II.—L.L.J.—352 (at page 355).

32. Having given careful consideration to the material that has been placed on record it seems to me that the present financial position of the bank is sound and there is as such no justification for the employees of this bank being discriminated against when the employees of the same category of banks are being given the benefits of additional D.A.

33. The workmen have proved from the balance sheets and that the respondent bank has the capacity to bear the additional burden which is a meager one for the relevant year as per figures given earlier and this has to be given priority,

and that profit prior to taxation is the correct guide as the wages are to be given priority.

Besides the material that has been relied upon by the management does not go to show that they do not have the capacity to bear this additional burden. In fact the statement made by R.W. 1, Shri Ved Pal Suri, goes to show that the financial position of the respondent bank was sound and much better than some of the other 'C' class banks and it was on that account that moratorium was litted on the request of the respondent management. Again the fact this bank was not given the exempted category also strengthens my belief that the respondent bank can bear the additional burden. Accordingly this issue is also decided against the management.

The Parties are left to bear their own cost.

(Sd.) ILLEGIBLE,

Presiding Officer,
Industrial Tribunal, Punjab.

[No. 51/48/67-LRIII.]

S.O. 463.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the employers in relation to the Punjab National Bank Limited, Madras and their workmen, which was received by the Central Government on the 21st January, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Monday, the 5th day of January, 1970

PRESENT:

Thiru S. Swamikkannu, B.Sc., M.L., Industrial Tribunal.

INDUSTRIAL DISPUTE NO. 31 OF 1969

(In the matter of the dispute for adjudication under section 10(1)(d) of the I.D. Act, 1947, between the Workmen and the Management of Punjab National Bank Limited, Madras.)

BETWEEN:

The General Secretary, Punjab National Bank Staff Union, 135, Moore Street, Madras-1.

AND

The District Manager, Punjab National Bank Limited, Dare House Extension, 2/1, First Line Beach, Madras-1.

REFERENCE:

Order No. 23/115/68-LRIII of the Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment) Government of India, New Delhi, dated 20th March, 1969.

This dispute coming on this day for final disposal in the presence of Thiru G. Kapaleswaran, General Secretary of the Union and of Thiru V. R. Kundapur, Accountant of the Bank upon perusing the reference, Claim and Counter statement and all other material papers on record and the General Secretary of the union having filed an application (Misc. Application No. 268 of 1969) for withdrawing the case and allowing the same, this Tribunal made the following.

AWARD

This is an Industrial Dispute referred by the Central Government for adjudication of a dispute between the employers in relation to the Punjab National Bank Limited and their workmen in respect of the matter specified in the Schedule to the reference which runs as follows:

"Whether the management of the Punjab National Bank Limited, Madras was justified in giving officiating chances in a higher post since 1962 to Shri A. Nagaraja Rao in preference to Shri A. Venkatasubramaniam, both Clerks of the Pudukottai Branch of the Punjab National Bank Limited? If not, to what relief, the second mentioned workman is entitled?"

2. Claim Statement was filed in this case on 4th July 1969. The Management filed its Counter on 30th July 1969. Due to change of the officer presiding over the Industrial Tribunal, the amended reference was awaited and it was received on 23rd December, 1969.

3. When the case was called today (5th January 1970), parties were present. An application, viz. 268 of 69 has been filed by the Union. The applicant Thiru G. Kapaleswaran is present and he states that the matter has been settled out of Court. The management is represented by Thiru V. R. Kundapur. He has no objection for the dispute being withdrawn by the Union. The claim is dismissed as not pressed.

4. An award is passed accordingly.

Pronounced in open Court, this the 5th day of January, 1970.

(Sd.) S. SWAMIKKANNU,
Industrial Tribunal.

Witnesses Examined:

For both parties—None.

Documents marked:

For both parties—Nil.

[No. 23/115/68/LRIII.]

New Delhi, the 30th January 1970

S.O. 464.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal. No. 2, Bombay, in the industrial dispute between the employers in relation to the Vulcan Insurance Company Limited, Bombay and their workmen, which was received by the Central Government on the 27th January, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,
BOMBAY

REFERENCE No. CGIT-2/38 of 1960

Employers in relation to M/s. Vulcan Insurance Co. Ltd., Bombay

AND

Their Workmen

PRESENT:

Shri N. K. Vani, Presiding Officer.

APPEARANCES:

For the employer—Shri Maneck Gagrati, Advocate Shri S. V. Nekashi, Labour Adviser.

For the workmen—Shri P. D. Kamerkar, Advocate.

STATE: Maharashtra

INDUSTRY: General Insurance

Dated, the 23rd January 1970

AWARD

By order No. F. No. 74(6)/67-LRIII dated 31-10-1967, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), in exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred to the Central Government Industrial Tribunal, Bombay for adjudication, an industrial dispute existing between the employers in relation to M/s. Vulcan Insurance Company

Limited, Bombay and their workmen represented by the Vulcan Insurance Company Limited Staff Union, Bombay in respect of the matters set forth in the schedule mentioned below:—

SCHEDULE

"The following demands made by the employees of Messrs Vulcan Insurance Company Limited, Bombay, are submitted for adjudication:—

DEMAND NO. 1.—Pay Scales:—

Class I	All the employees other than the General Manager and/or Underwriter and other than those described in Classes II, III and IV described hereunder shall be categorised under this Class and they shall be paid the following scale of pay, designating them as:
	<i>Chief Assistants.</i>
	Rs. 435—35—540—50—690—65—950
Class II	<i>Senior Assistants, including Stenographers & Cashiers.</i>
	Rs. 325—15—415—25—540—35—750.
Class III (A)	<i>Assistants, Including Typists & Air Conditioner Plant Operators.</i>
	Rs. 225—12—285—18—375—25—500—30—650.
Class III (B)	<i>Record Clerks</i>
	Rs. 200—8—240—10—320—12—380
Class IV(A)	<i>Sepoys, Liftmen and Watchmen</i>
	Rs. 150—5—175—7—210—8—250
Class IV(B)	<i>Sweepers—Namals</i>
	Rs. 125—4—145—5—170—6—230.

DEMAND NO. 2.—Adjustment and fitting into the above Grades plus relief Increments.

The existing employees shall be fitted into the above scales of pay by making first an *ad hoc* addition of following amounts to the basic salary of each of the employees that he may be currently drawing on 1-1-1967, and after the *ad hoc* addition if the employee's basic pay thus improved is not a stage in the above scales of pay of his category he shall be fitted to the next higher slab of the scale. After so being fitted into the scale, of pay he shall be paid his annual increment of the year 1967, as per the above scales of pay. The *ad hoc* addition as under includes some transfer from existing D.A. of each employee.

Ad hoc Addition to be made as referred to above to the basic salaries of the employees as on—

1-1-1967

Class I	Employees	Rs. 125.00
Class IX	Employees	Rs. 125.00
Class III(A)	Employees	Rs. 125.00
Class III(B)	Employees	Rs. 120.00
Class IV(A)	Employees	Rs. 100.00
Class IV(B)	Employees	Rs. 85.00

Extra Relief Increments.—After being fitted as above into the new scales of pay, each employee shall be paid one *increment* called "Relief Increment" for each period of 5 (Five) years of his completed service, maximum such increments payable will be three increments in computing period of service to qualify for these relief increments, part of a year's service over six months will be taken as a complete year.

DEMAND NO. 3.—Dearness Allowance

Class IV(A) & (B) Employees.—Flat Dearness Allowance of Rs. 65/- plus additional D.A. based upon the cost of living index published in the Indian Labour Journal under the heading "All India working Class Consumers Price Index" the base year 1949=100 with index figure at 152 for each one point rise over 152,

corresponding percentage of rise of the basic salary of the employee shall be paid as additional D.A.

For all other employees.—Flat Dearness Allowance of Rs. 75/- plus additional D.A. as above given to Class IV(A) & (B) employees.

DEMAND No. 4.—Other Allowances

(1) *House Rent Allowance.*—House Rent Allowance shall be paid to all employees at the rate of 15 per cent of the employees' basic pay, subject to a minimum of Rs. 30/- per month and a maximum of Rs. 65/- per month.

(2) *Educational Allowance.*—For dependants Rs. 50 per year in case of School Education and Rs. 100 in a case of College or Technical institute education.

(3) *Absentee Allowance.*—Employees who work for and or attend to the duties of an absentee in the same category shall be paid 50 per cent of the absentee's salary and allowance for the days of his absence. The allotment and distribution of the absentee's work to be confined to the particular department or section involved and to be given to each such employees by rotation.

(4) *Officiating Allowance.*—Employees who officiate in a higher post shall be paid officiating allowance in case of (a) posts carrying special pay or allowance, at the rate equal to the minimum of such special pay and allowances attached to the respective post.

(5) *Overtime Allowance.*—Overtime Allowance shall be paid at the rate of double the salary calculated on hourly basis, excluding Sundays and Holidays.

(6) *Transfer Allowance.*—Sixty per cent of the total salary including attached allowances shall be paid to the employees for the first 12 months and 50 per cent of the total salary and attached allowances thereafter, in addition to his annual Head Office salary and annual increments as per Head Office scales. To and for all travelling expenses and other incidental expenses for him and his family to be paid in advance. Travel expenses for Assistants and Lower Grade will be calculated at 2nd Class and first class rates for Senior Assistants and Chief Senior Assistants.

Halting Allowance.—This allowance shall be paid at the following rates for the employees and his family members.

Lower Grade	Rs. 10/- per head per day
Assistants	Rs. 15/- per head per day
Senior Assistants	Rs. 20/- per head per day
Chief Senior Assistants	Rs. 25/- per head per day

Employees to be transferred shall be given one month's advance intimation and 7 days preparation leave with full pay, which leave shall not be debited to his leave account.

(7) *Washing Allowance.*—Employees of lower grade provided with Office Uniform shall be paid washing allowance of Rs. 10/- per head per month.

(8) *Tiffin Allowance.*—Tiffin Allowance shall be paid to each Employee at the rate of seventy-five paise per day.

DEMAND No. 5.—Bonus

All employees shall be paid four months total emoluments as Bonus per year, as on 31st December of each year.

DEMAND No. 6.—Leave Rules

(1) *Privilege Leave.*—Every employee shall be entitled to privilege leave of one day for every 11 days of service with a right to accumulate the same upto 180 days.

(2) *Casual Leave.*—Every employee shall be entitled to Casual leave of 15 days in a calendar year. An employee may avail of casual leave of six days at a time excluding Sundays and Holidays. Casual leave can be prefixed or suffixed to Sundays and/or Holidays.

(3) *Sick Leave.*—An employee shall be entitled to sick leave with full pay at the rate of one month for each year of service which he/she can accumulate upto 12 months.

(4) *Special Leave*.—Office bearers of the Trade Union shall be granted full pay leave upto 1—4 days in a year for Trade Union Activities.

NOTE:—

Employees absent due to injuries while on duty shall be treated as on duty.

Advance leave shall be granted in emergency and special cases subject to adjustment in subsequent years.

Increments of an employee nor bonus shall be affected on account of leave on loss of pay.

Encashment of leave shall be granted to all employees who apply for it, for period not exceeding two months accumulation and provided one month of accumulation is enjoyed by the employee in that year.

In case of death of any employee his accumulation of leave to the credit (Privilege Leave) shall be encashed and the amount paid to his legal heir.

DEMAND No. 7.—Comprehensive Medical Aid Scheme:

To include free Medical aid, including hospitalisation and domiciliary benefits to employees and their dependant family members shall be forthwith introduced limiting the relative cash amount aid to Rs. 175/- per year per employee, with the benefit of accumulation of the benefit upto Rs. 350/- the maximum.

DEMAND No. 8.—Amenities:

Space shall be provided in the Company's Building for the accommodation of the Office and storage of (1) the employees' Co-operative Credit Society, (2) The Employees' Consumers Co-operative Stores and Canteen, (3) Sports and Recreation Club and (4) Libraries.

DEMAND No. 9.—Provident Fund:

(1) Every employee shall contribute to the Provident Fund at the rate of 10 per cent of his total emoluments with an equal contribution from the Company, every month.

(2) The rate of interest on the Provident Fund Accumulation shall not be less than 6 per cent per annum.

(3) Employees shall be entitled to full contribution from the Company after 5 years of continuous service.

(4) Employees shall be granted loan to the extent of their six months' salary (total emoluments) after 5 years of service, till then 2½ months' salary.

DEMAND No. 10.—Gratuity:

Gratuity shall be paid to employees at the rate of one month's total emoluments for each year of completed service. Service of six months and over shall be counted as full year for the purpose of gratuity period and amount calculation.

Gratuity shall be paid at this rate to employees who leave Company's services after 5 years' of service.

Gratuity shall be paid in full at the above rate in case an employee dies, or is prematurely disabled or voluntarily resigned from Company's services.

If an employee's service is terminated by the Company, he shall be paid by the Company gratuity at the rate as above in addition to retrenchment compensation as provided in law in force.

DEMAND No. 11.—Retirement Age:

Retirement age of an employee shall be 60 years which shall be uniformly applied to all Officers and the rest.

DEMAND No. 12.—Retirement Benefits:

Pension Scheme in lieu of gratuity as is applied to the Officers of the Company shall be forthwith made applicable to those employees from Classes I, II, III and IV who prefer to accept it in lieu of gratuity. Pension payable shall be for the fixed period of 10 years complete. If a pensioner dies before receiving pension for 10 years period, for the balance period his nominee shall draw the same till completion of 10 years.

DEMAND NO. 13.—Sectional Holidays/Special Holidays:

Following Holidays shall be granted as full day and half day Holidays respectively in addition to all the Holidays, declared under the Negotiable Instruments Act and/or by State Government.

Full Day Holidays.

1. Ramnavmi.
2. Coconut Day.
3. Janmastami.
4. Sarvapitru Amavasya.
5. 1st day of Diwali.
6. 28th December each year.
7. Boxing Day.

Half Day Holidays.

1. Solar Eclipse.
2. Ashadi Ekadashi.
3. Kartik Ekadashi.
4. Mahashivratri.
5. Anant Chaturdashi.
6. All Shravan Mondays.
7. Nagapanchami.
8. Gaurivisarjan.
9. Bhai Bhij.
10. Monday Thursday.
11. 24th December, X'Mas Eve

2. Later on, the Central Government by Order No. 22/8/68-LRIII dated 25th November, 1968 transferred the reference to this Tribunal No: 2, Bombay.

3. The facts giving rise to this reference are as follows:—

4. M/s. Vulcan Insurance Company Ltd., Bombay and their workmen represented by the Vulcan Insurance Company Ltd., Staff Union, Bombay made joint application to the Central Government for making reference of an industrial dispute existing between them to an Industrial Tribunal in respect of the demands of the workmen set forth in the application. On receipt of this application the Central Government referred this dispute to the Central Government Industrial Tribunal Bombay.

5. Shri P. B. Deshmukh, President, Vulcan Insurance Co. Ltd., Staff Union has filed statement of claim at Ex. 1/W on 29th December, 1967.

6. The General Manager of M/s. Vulcan Insurance Company Ltd., Bombay has filed written statement at Ex. 2/E on 19th January, 1968 opposing the demands of the employees.

7. Shri P. B. Deshmukh has filed affidavit at Ex. 3/W before this Tribunal on 15th July, 1969 in support of the case of the employees. The employees have filed a number of documents as mentioned in the list dated 7th March, 1969 at Exhibits 4/W to 24/W.

8. M/s. Vulcan Insurance Company Limited, Bombay have filed a number of documents and statements as mentioned in their list dated 17th March, 1969 at Exhibits 25/E to 37/E and affidavit of Shri V. C. Setalvad, General Manager of M/s. Vulcan Insurance Company Limited, Bombay at Ex. 38/E to challenge the allegations made by Shri Deshmukh in his affidavit at Ex. 3/W.

9. Shri P. B. Deshmukh was examined before this Tribunal on 22nd October, 1969. His evidence is at Ex. 39/W. Before his evidence was concluded and as the Court time was over, the case was adjourned.

10. After taking adjournments for negotiating settlement, the parties appeared before me on 22nd January, 1970, and informed me that they would file a settlement on 23rd January, 1970. According by they have filed a settlement before me alongwith an application Ex 40/EW stating as follows:—

"The parties to the above Reference have reached a settlement dated 23rd January, 1970, over the demands covered by the above Reference. A copy of the said settlement is attached hereto and the parties pray that an Award be made in terms thereof."

11. On going through the settlement at Ex. 41/EW, taken on record, I find that it is just, fair and equitable. Considering the demands made by the employees

in the reference and the terms of the settlement in respect of each demand I, see no reason for not accepting the same. I, therefore, accept the settlement and pass the following order:--

ORDER

- (i) Award in terms of Settlement Ex. 41/EW dated 23rd January, 1970, is made.
- (ii) Settlement Ex. 41/EW dated 23rd January, 1970, is to form part of this Award.
- (iii) No order as to costs.

(Sd.) N. K. VANI,
Presiding Officer,
Central Govt. Industrial Tribunal No. 2,
Bombay.

Memorandum of Settlement

Names of Parties.—The Vulcan Insurance Co. Ltd., Industrial Assurance Building, 73, Veer Nariman Road, Bombay-20.

AND

The workmen employed by the Vulcan Insurance Co., Ltd., in their office at Bombay.

Representing Employer.—1. Mr. V. C. Setalvad, General Manager, Vulcan Insurance Co., Ltd., Bombay.

2. Mr. H. V. Setalvad, Dy., Manager and Underwriter, Vulcan Insurance Co., Ltd., Bombay.

Representing Workmen.—1. Mr. P. B. Deshmukh, President, Vulcan Insurance Co., Ltd., Staff Union, Bombay and

2. Mr. N. M. Shukla General Secretary, Vulcan Insurance Co., Ltd., Staff Union, Bombay.

This settlement made this 23rd day of January, 1970, between the Vulcan Insurance Co., Ltd., Bombay (hereinafter referred to as the Company) and the workmen employed by the Company in Bombay represented by the Vulcan Insurance Co., Ltd., Staff Union, Bombay (hereinafter referred to as the Union).

Whereas the Union submitted a charter of demands on behalf of the workmen employed by the Company in its Bombay Office and whereas the Charter of Demands was referred to adjudication of the Central Government Industrial Tribunal and was marked as Reference CGIT No. 2/38 of 1968,

And whereas the workmen were paid interim relief pending adjudication of the demands under the settlements reached between the parties, and whereas pursuant to further negotiations the parties have arrived at the following settlement to the intent that it will be binding on parties under Section 18 read with Section 2(p) of the Industrial Disputes Act, 1947,

And now it is hereby agreed by and between the parties hereto as follows:--

1. *Scope of the Settlement.*—This settlement will be effective from 1st January, 1968, and apply to workmen employed by the Company in Bombay, except where stated to the contrary.

2. *Pay Scales.*—The following salary scales shall be introduced for different categories of employees:

(i) *Assistant.*—(Clerks including Typists, Telephone-Operator and Asstt. Air-Conditioning Operators).—Rs. 160—8—200—10—260—12—284—15—374—EB—20—494.

(ii) *Senior Assistants—Grade 'B'.*—Rs. 260—15—290—20—370—25—520—30—550.

(iii) *Senior Assistants—Grade 'A'.*—Rs. 330—25—380—30—500—35—640.

(iv) *Assistant Superintendents.*—Rs. 450—35—590—40—710—50—760.

(v) *Record Clerks.*—Rs. 120—4—140—5—165—7—200—8—240—10—280.

(vi) *Lower Grade Staff*.—(Sepoys, Watchmen, Liftmen, Sweeper and Air-Conditioning Hanmal).—Rs. 90—3—105—4—125—5—160—6—190.

NOTE.—When a workman in any of the above categories, has reached the ceiling of his scale of pay, he shall receive one additional last grade increment every alternate year, subject to a maximum of two such increments, i.e., increments in 4 years.

The above provision shall apply on and after the effective date of Settlement, i.e., 1st January, 1968, and the first such additional last grade increment shall be given on 1st January, 1969, irrespective of such workmen having reached their ceiling of their scale of pay on or before 1st January, 1968.

B. Classification

(i) Classification of individual workmen into grades (ii), (iii) and (v) will be as mentioned in Schedule 'A' attached hereto. Workmen who were granted promotion under the Settlement dated 25th August, 1969, will be granted the higher grade mentioned against their names from 1st August, 1968, as shown in the attached Schedule.

(ii) In respect of the remaining categories of workmen their existing classification shall continue.

C. Adjustment:

1. The following amounts will be added to the basic salaries drawn by the workmen as on 31st December, 1967:

(i) Assistants, Senior Assistants and Assistants Superintendents. Rs. 70

(ii) Record Clerks and Lower Grade Staff. Rs. 60

2. After addition of Rs. 70 or Rs. 60 as the case may be in the basic salaries of the workmen as provided in Clause 1(C) above, the basic salary derived will be fitted in the revised Grades (*vide* 2A) in the following manner:—

(i) Workmen who would be in receipt of basic salary which is less than starting basic salary of the respective revised scales, shall be stepped up to the minimum of the revised scale.

(ii) Workmen who would be in receipt of basic salary which is higher than the starting basic salary of the respective scale but which is not a step in the revised scale shall be stepped up to the next step in the revised scale.

(iii) Workmen who would be in receipt of basic salary which is in step in the revised scale shall be fitted in that step in the scale.

(iv) After adjusting the basic salary as above, in the case of workmen who have been granted ad hoc increase on account of promotion or otherwise as specified in clause 2 of the settlement dated 23rd August, 1969, the said amount shall be added to their revised basic wage as per the settlement from 1st August, 1968, and they will be fitted in their respective grades.

(v) The allowance of Rs. 35 granted to the five sepoys under the settlement dated 9th December, 1969, will be merged in their revised basic wages as per the settlement with effect from 1st August, 1969, and they will be fitted in the grade of the Record Clerks. It is agreed that the workmen concerned will continue to perform their duties as hitherto done by them in grade 2A(vi) shown above and further any other duties which will be allotted to them from time to time.

3. *Dearness Allowance*.—(a) In place of the existing dearness allowance, scheme, the following Scheme of D. A. will be introduced when the All-India Consumer Price Index Number (Base 1949 = 100) for working class is at 170.

Basic salary	Dearness allowance
Upto Rs. 100	Rs. 70 flat.
Between 101 & 250	Rs. 70 plus 40% of basic salary in excess of Rs. 100.
Between 251 & 350	Rs. 130 (70 + 60) plus 20% basic salary in excess of Rs. 250.

Basic salary	Dearness allowance
Between 351 & 400	Rs. 150 (70 + 60 + 20) plus 15% of the basic salary in excess of Rs. 350.
Between 401 & 500	Rs. 157.50 (70+60+20+7½), plus 10% of the basic salary in excess of Rs. 400
Between 501 & 800	Rs. 167.50 (70 + 60 + 20 + 7½ + 10) plus 10% of the basic salary in excess of Rs. 500.
	D.A. will be paid as if monthly basic salary is Rs. 800 i.e. no D.A. is payable on that portion of basic salary over Rs. 800.

(b) *Index D.A.*—It is further agreed that for every rise or fall of one point in the half yearly average index number over or below 170, the D.A. payable on the basic salary will be increased or decreased, as the case may be, as under:—

Basic salary.

For the first Rs. 100/-.

1% of basic salary.

For the balance amount of basic salary upto Rs. 800/-.

½% of such balance amount of basic salary.

(c) The total maximum dearness allowance payable per month under the scheme (a and b above) i.e. inclusive of adjustment for rise in index shall not exceed Rs. 350/- as revised herein.

(d) For every reduction of one point below the index number 180 the dearness allowance shall be reduced on the above basis, the maximum reduction at any time being Rs. 20/-.

(e) The payment of increased or reduced dearness allowance as shown above shall be on the basis of six monthly adjustments and in the months of January and July each year representing the half yearly figures from July to December and January to June respectively.

4. *Other allowance.*—(a) *House Rent allowance* will be paid to the following categories of workmen with effect from 1st January 1968:

- | | |
|--|-------------|
| (i) Assistants, Senior Assistants and Assistant Superintendents. | Rs. 15 p.m. |
| (ii) Record Clerks and lower grade staff. | Rs. 10 p.m. |

(b) The following allowances will be granted to Assistants or Typists with effect from 1st January 1970 as per the existing rules:—

- | | |
|---|-------------|
| (i) Typing allowance. | Rs. 10 p.m. |
| (ii) Allowance for handling cash for two Assistants as at present. | Rs. 15 p.m. |
| (iii) Acting allowance (eligible on <i>pro rata</i> basis if a workman acts for 21 or more days). | Rs. 30 p.m. |

5. *Bonus.*—The declaration of payment of bonus will be subject to the sanction and approval of the Board of Directors and the Central Government.

6. *Leave.*—The existing leave rules shall continue to apply with the following modifications:—

- 30 days privilege leave will be allowed after 12 months continuous service with full pay and allowances, with accumulation upto 90 days.
- Encashment of privilege leave will be allowed only to workmen who have accumulated leave of 90 days to his credit and provided that the leave applied for is not granted by the Company. Maximum encashment of leave will be limited to 30 days.

Sick leave.—A workman is entitled to a maximum of 15 days sick leave per year with full pay and allowances. Such leave may be accumulated up to 180 days.

7. *Comprehensive Medical Aid Scheme.*—Medical aid to reimburse a workman for medicines and/or treatment prescribed by a registered medical practitioner

in respect of the workman's own treatment only shall be granted to permanent workmen in case of sickness lasting for 3 days or more on the following basis, with effect from 1st January, 1970.

The Company shall reimburse to their respective workmen as aforesaid the full expenses towards such prescribed medicines and/or treatment including doctor's fees and consultation charges upto a maximum of Rs. 75/- in a calendar year.

8. *Amenities*.—The demand is not pressed. The existing amenities to continue.

9. *Provident fund*.—The rate of provident fund contribution of the workmen shall be $8\frac{1}{3}\%$ of basic salary (excluding D.A. and all other allowances). An equal contribution will be made by the Company.

10. *Gratuity*.—Gratuity will be paid to workmen in accordance with the award of the Industrial Tribunal in Ref. No. CGIT 52 of 1963. The basic salary for payment of gratuity will be the basic salary last drawn by the employee excluding D.A. and other allowances under this settlement.

11. *Retirement age*.—The age of retirement from the service of the Company will be 60.

12. *Pension*.—Pension will be granted to employees in lieu of gratuity at the discretion of the Company.

13. *Sectional holidays*.—The existing practice of granting sectional holidays, shall continue.

14. *Calculation of arrears*.—(a) In view of the fact that the settlement will be effective from 1st January, 1968 the Company agrees to waive the recovery of interim relief paid to the workmen on 24th October, 1967. In consideration of this the workmen will have no claim for revision of wages or bonus, allowance and/or other conditions of service up to 31st December, 1967.

(b) For the purpose of calculating the arrears in respect of basic salary, dearness allowance and house rent allowance of workmen for the period commencing from 1st January, 1968, the total monthly earnings (excluding overtime) payable under this settlement will be worked out and the total monthly earnings (including interim relief paid in 1968 and interim relief and *ad hoc* payments under settlement dated 3rd June, 1969 but excluding overtime, if any, earned) of the respective workmen for the above mentioned period will be deducted and the balance after making deductions on account of provident fund and income-tax will be paid to the respective workmen as arrears, payable under this settlement. It is agreed that notwithstanding any previous settlements, interim relief paid by the Company during the aforesaid period will be deducted from the payments due to workmen as mentioned above.

(c) It is agreed that for the purpose of calculating the arrears in respect of dearness allowance for increase in Index Number over 170 for the year 1968, the dearness allowance shall be taken on the basis of average Index Number 205 instead of actual average Index Number 215 for the said year.

(d) It is agreed that no additional payment on account of overtime, if any, done by workmen prior to date of signing this settlement will be due or claimed by the workmen due to revision of wages/salaries under this settlement or for any other reasons.

15. *Period and scope of settlement*.—(i) This settlement shall remain in force upto 31st December, 1971. The settlement shall continue to remain in force thereafter until it is terminated by either party by giving a notice of two months in writing to the other after 31st December, 1971.

(ii) The settlement will be applicable only to those workmen for whom the grades are fixed under this settlement and who are in the service of the Company as on the date of signing this settlement or thereafter. However, monetary

benefits, if any, accruing under this settlement will be given to the workmen who retired from the service prior to the date of this settlement and to the heirs/ executors of those workmen who died prior to the signing of the said settlement.

(iii) Arrears payable to the workmen under this settlement shall be paid as early as possible but not later than one month from the date of this settlement.

16. *Settlement not to apply to certain categories.*—Notwithstanding anything contained in the settlement, this settlement shall not apply to part-time and temporary workmen.

17. *General.*—(i) Both the parties agree that this settlement satisfies the terms agreed under the following settlements and no benefits will be due or claimed by workmen separately under them.

1. Settlement dated 23rd August, 1969.

2. Settlement dated 9th December, 1969.

(ii) The Company agrees that no action will be taken against Mr. P. B. Deshmukh, President of the Union, for the contents of his affidavit before the Tribunal for anything connected with it.

(iii) In consideration of this settlement all the demands which are subject matter of the dispute in Ref. No. CGIT 2/38 of 1968 which have not been specifically covered by this settlement shall be deemed to have been withdrawn and the workmen shall not agitate for the said demands during the currency of this settlement.

(iv) It is agreed between the parties that during the currency of this settlement the workmen will fully co-operate with the Management in day-to-day work.

(v) The transfer allowance at present being paid to Mr. G. B. Kulkarni, Assistant, will be discontinued with effect from 1st January, 1970.

18. The parties shall make an application before the Central Government Industrial Tribunal in Reference No. CGIT 2/38 of 1968 requesting it to make an award in terms of this settlement.

In witness whereof the parties have hereto set their hands the day and year first above written.

Witness:

(Sd.) R. S. MANI,

(Sd.) V. C. SETALVAD,
General Manager,

The Vulcan Insurance Co. Ltd., Bombay.

Witness:

(Sd.) M. B. REDIT,

(Sd.) H. V. SETALVAD,

Dy. Manager and Underwriter,

The Vulcan Insurance Co. Ltd., Bombay.

(Sd.) P. B. DESHMUKH,
President,

The Vulcan Insurance Co. Ltd. Staff Union.

(Sd.) N. M. SHUKLA,
General Secretary,

The Vulcan Insurance Co. Ltd. Staff Union.

Bombay, dated the 23rd January, 1970.

SCHEDULE 'A'

THE VULCAN INSURANCE COMPANY LIMITED, BOMBAY

A statement giving classification of workmen into different grades in Bombay Office

1. Senior Assitant—Grade 'A'		With effect from.
Shri S. C. Dalal		1st August 1968.
Shri G. M. Jamindar		Do.
Shri M. J. Moroporia		Do.
Shri L. J. Dhokre		Do.
Shri K. M. Udeshi		Do.
Shri S. I. Mehta		Do.
Shri S. N. Shukla		Do.
Shri S. Mendonsa		Do.
Shri D. N. Jani		Do.
Shri J. K. Thacker		Do.
2. Senior Assistant—Grade 'B'		1st August 1968.
Shri T. V. Raikar		Do.
Shri V. A. Korgaonkar		Do.
Shri H. V. Sonpal		Do.
Shri M. N. Kadam		Do.
Shri J. P. Gomes		Do.
Shri G. S. Umalkar		Do.
Shri J. U. Jani		Do.
Shri G. S. Dutia		Do.
Shri S. Alvares		Do.
Shri I. A. Vyas		Do.
Shri S. Y. Chaphekar		Do.
Shri M. D. Majithia		Do.
Shri N. K. Chanchalani		Do.
Shri K. S. Dighe		Do.
Shri K. D. Udeshi		Do.
Shri J. G. Gonsalves		Do.
Shri G. M. Murzello		Do.
Shri G. T. Desai		Do.
Shri B. S. Naik		Do.
Shri M. P. Desai		Do.
3. Record Clerks.		1st August, 1969
Shri Kariappa Papu		Do.
Shri Jagannath Ladob		Do.
Shri Shivram Soma Apraj		Do.
Shri Atmaram N. Salvi		Do.
Shri B. S. Mule		Do.

[No. F. 74(8)/67-LR.III(LR.I.).]

S.O. 465.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the National and Grindlays Bank Limited and their workmen, which was received by the Central Government on the 22nd January, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 68 OF 1969

PARTIES :

Employers in relation to the National and Grindlays Bank Limited

AND

Their Workmen

PARTIES:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES.

On behalf of Employers.—Sri M. S. Bala, instructed by Sri A. Roy Chowdhry.

On behalf of Workmen.—Sri A. D. Singh, General Secretary, National and Grindlays Bank Staff Union

STATE: West Bengal.

INDUSTRY: Banking.

AWARD

By Order No. 23/53/69-LRIII, dated August 23, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the National and Grindlays Bank Limited and their workmen, to this Tribunal, for adjudication, namely:—

“Whether the action of the management of the National and Grindlays Bank Limited, Calcutta, in refusing to treat the period of service of Shri Samar Bahadur Singh from the 29th July 1968 onwards as a probationer subordinate staff and terminating his services with effect from the 24th March, 1969 is justified? If not, to what relief is the workman entitled?”

2. The workman, represented by National and Grindlays Bank Staff Union filed a written statement. In the said written statement it was pleaded:

“(i) That the management of National and Grindlays Bank Ltd., employed Shri Samar Bahadur Singh, at their Brabourne Road Branch, at Calcutta, in the subordinate cadre, on 29th July 1968, in a permanent vacancy caused by the termination of services of one Shri Jagjiwan Singh. The management did not issue any letter of recruitment, but the then Manager, Mr. P. R. Moos assured him to absorb him in the same vacancy, if his services were found satisfactory, Shri Samar Bahadur Singh continued to the services of the bank till 24th March, 1969.

* * * * *

(ii) That from the very day of his appointment Shri Samar Bahadur Singh was allotted the above duties, which were performed by Shri Jagjiwan Singh. Although Shri Samar Bahadur Singh was working as a full time workman, he was paid only Rs. 5 per day, till the month of November 1968, and after a representation to the manager of the branch, his wages were raised by one rupee per day and he began to draw Rs. 6 per day from December 1968. He was not allowed any salary for Sundays, since his employment in the bank.”

It is further stated in the said written statement that the concerned workman made representations to the Manager of the Brabourne Road Branch and also to the Chief Manager of the Bank for his absorption in the probationary cadre but to no effect. It was also stated in the said written statement,

“That finally Shri Samar Bahadur Singh raised an Industrial Dispute through this union before the Asstt. Labour Commissioner, for the redressal of the grievance, and a conciliation notice was issued. Immediately after receiving the notice for conciliation, the management terminated the services of Shri Singh without any notice, on 24th March 1969. The vacancy was afterwards filled up by appointing one Shri Subedar Singh permanently from 7th April, 1969.”

It was lastly pleaded in the said written statement:

“That by virtue of the provision contained in para 20.8 of the Settlement dated 19th October 1966 Sri Samar Bahadur Singh falls into the case where the condition governing the existing temporary workmen should be applied, as he has already completed more than one hundred and twenty days in the service of the bank as per para 20.11(iii) of the said settlement. Had he been allowed to remain a few days more into the services of the bank, Sri Singh would have reaped the benefit of para 20.10 of the same settlement, and would have been treated as a permanent workman.”

The settlement referred to in the written statement is the settlement commonly known as the bipartite settlement, and I shall refer to the provisions of that settlement later on. In the aforesaid circumstances, the workman claimed reinstatement in probationary capacity and payment of back wages.

3. The management also filed a written statement. In paragraph 1 of that written statement it was pleaded:

"1. The Bank submits by way of preliminary objection, among others, that the cause title of the application is prima facie defective and misleading as Shri Samar Bahadur Singh, on whose behalf the dispute has been raised, was employed at the Bank's Branch at 17, Brabourne Road, Calcutta. The Bank's branch at 19, Netaji Subhas Road has been wrongly made by the Opposite party."

It was conceded before me that the description in the cause title was wrong and erroneous. But an erroneous description in the cause title does not go to the root of the matter and I shall hereinafter ignore the error and read the branch as No. 17, Brabourne Road branch and not the bank's branch at No. 19, Netaji Subhas Road, Calcutta, as was wrongly stated in the cause title of the written statement filed on behalf of the workmen. In paragraph 2 of the written statement there was another preliminary objection raised in the following language:

"2. Without prejudice to the above contention regarding the misjoinder of party, the Bank respectfully submits that the alleged dispute is not an industrial dispute at all, and, therefore, the tribunal should not adjudicate on it."

It was explained to me in course of the argument that the National and Grindlays Bank Staff Union did not consist of a substantial number of the staff of the bank and therefore could not raise an industrial dispute. On merits, it was pleaded:

"3. The Bank further submits that para 1.1 of the Settlement on the Industrial Disputes between certain Banking Companies and the Workmen dated 19-10-66 lays down that the "Desai Award" shall govern the service conditions therein covered except to the extent that the same has been modified in the aforesaid Settlement.

4. The Bank craves reference to para 16.9 of the Desai Award which specifically with "casual workers" and "job workers" and it is laid down that such persons are excluded from the operations of the Award. The Bank submits that the aforesaid provisions have not been superseded or modified by the Settlement dated 19-10-66. As a result, casual workers on daily rates are not subject to the pay scales and other benefits which are applicable under the Settlement to permanent or temporary workmen.

5. The Bank states that Sri Samar Bahadur Singh was engaged as casual labour on no work no pay basis on particular days on a daily-rated remuneration, as and when considered necessary, due to the absenteeism of the subordinate staff, in order to cope with such work which could not be left unattended."

On the aforesaid pleadings the employer bank claimed that the termination of the service of the concerned workmen was properly done.

4. There were three witnesses examined on behalf of the workmen, namely, the concerned workman himself, a Jamadar of the name of Balaram Singh and Pheroze Rustamji Moos, Manager of the Brabourne Road branch of the bank. There were three witnesses examined on behalf of the employer bank, namely, Govinda Srinivasan, a Special Assistant in the Accounts department of the bank, J. N. Roy a clerk who wrote out the vouchers Exts. 1 to 1(h) and an Administrative Officer of the name of A. K. Basu. Samar Bahadur Singh, the concerned workman, in his evidence stated:

"I was appointed by the National and Grindlays Bank Limited on July 29, 1968. I was appointed at 17, Brabourne Road Branch. On the first day, I was escorted to the office by Balaram Singh, Jamadar. Balaram took to Mr. P. R. Moos, the Manager of the Branch. The Manager Sahib looked at me and told me that he would make me permanent if I put in satisfactory work. I used to attend the bank at 9 in the morning. The work continued till 7 in the evening.

To Tribunal

(Shown letter Ext. A). I caused this letter to be addressed to the Manager 17, Brabourne Road, Branch by one of my co-villagers working in the bank draft department and he typed this letter for me. I instructed him what to write in the letter. I told him that

I was working in the vacancy of Jagjiwan Singh since July 29, 1968 and had a right to become permanent. On March 19, 1969, when this letter was written I had put in service for over 300 days. My co-villager wrote all these things in the letter on my instruction. When I took the letter to the Manager of the Brabourne Road Branch but he refused to receive the letter after giving a receipt. Thereafter, I got a receipt from the office of the Chief Manager. At the time of my first appointment, I was assured by Mr. Moos that I would be working as a temporary employee. My wages were fixed at Rs. 5/- per day. Although my wages were fixed per day, I used to get a lump sum calculated per diem basis at the end of the month. (Shown Ext. 1 series). I received my wages through these vouchers, for days worked by me. No pay for holidays."

In cross-examination, he admitted that his wages were later on increased from Rs. 5/- to Rs. 6/- per day. Balaram Singh, Jamadar said in his evidence:

To Tribunal

(Shown Samar Bahadur Singh). He is my co-villager. I myself took him to Mr. Moos, when there was a temporary vacancy in place of Jagjiwan Singh. Mr. Moos told me that Jagjiwan Singh was off for ever. He would not be employed any further and if Samar Bahadur Singh worked satisfactory he would be made permanent. His wages were at first fixed at Rs. 5/- per diem. I do not know why monthly salary was not fixed for him. He told nothing else. I took Samar Bahadur Singh to Mr. Moos sometimes towards the close of July 1968. Samar Bahadur Singh joined his duties immediately thereafter. Sometimes in January or February 1969 Mr. Moos sent for me and told me that the Union leaders were not behaving well with Mr. Bala over Samar Bahadur Singh. Therefore, he was unable to make him permanent. Five or six days thereafter, Mr. Moos sent for me again and told me that as much as Samar Bahadur Singh had started a case, he would not be employed further and asked me to throw him out of the office."

The third witness, namely Moos, the branch Manager, examined on behalf of the workman is the most important official of the Bank who is alleged to have passed the order of termination against the concerned workman. His production before this Tribunal was proved for because otherwise the workman could not compel his attendance before the Tribunal. Therefore, all that he stated in his examination in-chief must not be weighed in such manner as to give the impression that the trade union itself caused production of self-annihilatory evidence. He was really supporting the case of the Bank management. In order to understand his evidence I have to refer to a bunch of documents to which reference has frequently been made by this witness. These are Exts. 1 to 1(h). Ext. 1(h) bears the date August 6, 1968, 1(g) bears the date September 3, 1968, Ext. 1(f) bears the date September 27, 1968, Ext. 1(e) bears the date October 28, 1968, Ext. 1(d) bears the date November 30, 1968, Ext. 1(c) bears the date December 30, 1968, Ext. 1(b) bears the date February 6, 1969 and Ext. 1(a) bears the date February 27, 1969 and Ext. 1 bears the date March 26, 1969. From Exts. 1(g) to 1(a) the concerned workman, Samar Bahadur Singh, is described as a temporary workman. Only in Ext. 1 he is described as temporary badli staff. Keeping the description in Ext. 1 to 1(h) in mind, I have now to see what was stated by Mr. Moos, in his examination in-chief he stated:

"Samar Bahadur Singh was employed in the absence of the subordinate staff. It was necessary for me to appoint a casual worker. I do not know if there is statutory duration of employment of casual workmen. I needed a workman. Balaram represented to me that Samar Bahadur Singh was his nephew and I gave him casual appointment. Balaram Singh used to allot duties to the staff under him. He used to utilise them in any work to be done by the subordinate staff. (Shown Ext. 1 series). These are all signed by myself. In Ext. 1 the word 'temporary' is written in my own hand and Exts. 1(a) to 1(g) the word 'temporary' is written by one or other of my clerks.

To Tribunal

I wrote the word 'temporary' on Ext. 1, because I did not understand at that time the difference between casual and temporary workman.

But the clearest understanding was that Samar Bahadur Singh will be employed as long as needed. Samar Bahadur Singh was not working in anybody's vacancy. The rest of Ext. 1 was written by salary clerk. When he wrote the word 'buddi' on Ext. 1, he was certainly using a wrong and inappropriate expression. In Ext. 1(h) i.e. the first voucher no designation is given to Samar Bahadur. In Ext. 1(g) he is described as Temporary Sub-staff. This continued upto Ext. 1(e). In Ext. 1(d) he is described as Temporary Darwan. This continued upto Ext. 1(a). In the last voucher, I have said, he was described as a temporary buddi staff and the word 'temporary' was added by me without much thought.

Exam. in chief—contd.

To casual workman no letters of employment are issued."

"Samar Bahadur Singh was never paid for the days on which he did not work and never for Sundays or other holidays. I do not know how the days of absence of Casual workmen are recorded, the salary section does it. I, depend upon clerks whom I consider to be trustworthy. The services of Samar Bahadur Singh was terminated because I did not require him. If I correctly remember, his services were terminated on March 24, 1969. I appointed another person on April 7, 1969."

Govinda Srinivasan, the Special Assistant in the Accounts Department who wrote out the Ext. 1(d) admitted his responsibility for preparation of Ext. 1(d) himself. The second witness examined on behalf of the employers J. N. Roy admitted the responsibility of preparation of Exts. 1 to 1(h) excepting Ext. 1(d). In answer to a question put by the Tribunal he said:

"The word 'buddi' in Ext. 1 was written by me by mistake. On account of that mistake the Manager placed the word 'temporary' before the expression 'buddi' in his own hand. Why he did not strikeout the expression 'buddi' I cannot say. The workman concerned was not a buddi workman but a temporary workman as written by the manager himself. The description 'temporary' given in the other vouchers was the correct description of the concerned workman. I do not know the difference between temporary and casual. The darwan reported to me that the concerned workman was appointed for a few days and I took that appointment to be temporary appointment. If I was wrong there, there were others who could correct my mistake."

This is in substance the pleading and the oral evidence on which I need proceed.

5. Before I go into the merits, I need dispose of a preliminary objection, which was strongly urged by Mr. Bala. That objection was that the cause of the workman was not taken up by the majority of the workmen or by a trade union having substantial number of workmen as members and therefore was not an industrial dispute. In this context, he relied upon the membership register of the National and Grindlays Bank Staff Union (Ext. A). That register shows that the union had on its membership only 65 members as against 1216 workmen employed in the different branches of the Bank in Calcutta. The figure 1216 was spoken of by A. K. Basu, Administrative Officer of the bank and was not disputed by the workmen. It is true that the National and Grindlays Bank Staff Union is not a majority union of the workmen employed in the bank. There is another trade union which controls the majority. But all that is required under the law is that a minority union having a membership of substantial number of workmen may espouse the cause of a workman and that is sufficient to raise an industrial dispute. This law has been reiterated by the Supreme Court in the case of *Management of Pradeep Lamp Workers Patna City and the workmen of Pradeep Lamp Works, Patna* (1969) 19 FLR 358 at page 387 in the following language:

"There are decisions of this Court which have laid down that the espousal of a dispute before the reference is made even by a minority union having a membership of a substantial number of workmen is sufficient to make such a dispute an industrial dispute."

Mr. Bala contended that in a concern in which the total number of workmen come up to 1216, a combination of 65 members cannot be treated as a combination of substantial number of workmen, I am unable to agree. The word 'substantial' in the English language means of having substance, being a substance, actually existing, real, considerable in amount. If that be the meaning, I cannot ignore

the total of 65 as ephemeral, unreal or without substance. The substance may not be large but is still of some substance, which I do not consider to be negligible. I, therefore, over-rule the preliminary objection urged by Mr. Balu.

6. Turning now to the merits of the case, I need remind myself that the settlement arrived at between the Bank managements and their workmen (commonly known as the bipartite agreement) is dated October 19, 1966. Clause 20.11 of the settlement is couched in the following language:

"Any temporary workman (other than a godown-keeper or godown-watchman) who is, on the date of this Settlement in a bank's service, will, if he is not covered by the preceding clause be taken up on probation if he satisfies the following three conditions:

- (i) that he does not fall within the definition of 'temporary employee' as above; and
- (ii) that, if in the clerical cadre, he is at least a matriculate or its equivalent; and
- (iii) that he has already worked for a continuous period (ignoring breaks in service not exceeding 15 days at a time) aggregating 120 days."

In this context, I am also to remind myself of the effects of the Desai award, because clause 1(1) of the bipartite agreement attracts the Desai award in the following language:

"The parties are agreed that the provisions of the Award of the All-India Industrial Tribunal presided over by Shri P. Sastri as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K. T. Desai in Reference No. 1 of 1960 which Award inter-alia modifies certain provisions of the Sastri Award, shall govern the service conditions therein covered except to the extent that the same have been modified in this Settlement."

In Clause 16.19 of the Desai award the 'casual workers' and 'job workers' are specifically excluded from the operation of that award. Such workmen also have not been covered by the bipartite agreement. Therefore, casual workmen are not covered by any award or agreement. "Casual workman" means an occasional labourer. Such labourers are employed in order to tide over unforeseen circumstances. Therefore, they have been deliberately left out of the Desai award and bipartite agreement. It was the case of the workmen, that Samar Bahadur Singh was appointed as a temporary workman and not as a casual workman, with a promise from the branch Manager of being made permanent on satisfactory work. It is the case on behalf of the management that Samar Bahadur Singh was appointed as a casual workman and there was no promise given nor any hope held out to him that he would be made permanent on satisfactory work. Ext. 1 series, which are employer's documents, however, showed a contrary state of things, namely that Samar Bahadur was appointed as a temporary workman. Thus, the position is that I am confronted with contradictory oral evidence and also that one series of employer's documents support the case made by the workman. There is, however, no dispute that he was a daily rated workman and not a monthly rated workman. It is also true that he earned an increment of a rupee per day after his first appointment. Ext. 1 series was sought to be explained away by Mr. Moos, the branch Manager, on the ground that he did not know the difference between casual and temporary workman. The same was the evidence of J. N. Roy the clerk who was responsible for drawing up Ext. 1 series. The last witness on behalf of the management went further and stated that on learning that the concerned workman had been appointed, he himself took the appointment to be a temporary appointment and he said that his error was not corrected by any one.

7. One of the documents contained in Ext. 1 series, however, does not wholly support the workman. That is Ext. 1, where the workman is described both as a budli and a temporary workman. Now, the effect of Ext. 1 series is that the concerned workman is generally described as temporary workman, excepting in one where he is described as budli temporary workman. Thus, two circumstances are against the workman. (a) his description in Ext. 1 as budli workman along with his description as temporary workman and (b) payment of wages to him on daily rate basis.

8. Having considered the evidence both oral and documentary, I am inclined to accept the version pleaded by the employers. Not to know the distinction between casual and temporary workmen does not speak well of the extent of knowledge of management or of Mr. Moos. Still then human errors have no known bounds and the world is not governed by men, who are all wise men. Acquaintance with technical terms requires study, which the heads of administration should undertake but which they do not. From the documents, I find that Moos was not apparently satisfied with the description "budli" in Ext. 1. He did not find out the correct description, possibly because he could not, and therefore added the word temporary over and above the word "budli" and made confusion worse confounded.

9. In the result I do not accept the oral assertion by Samar Bahadur Singh and Jagjiwan Singh that Samar Bahadur Singh was appointed as a temporary workman and also do not make much of accidental support which Samar Bahadur Singh gets from most of the documents in Ext. 1 series. In my opinion, Samar Bahadur Singh was appointed as a casual workman and was discharged not for blameworthiness but because he was a casual labourer, whose services were no longer required. It is true that thereafter somebody else was appointed. That may be for some other reason or for some other requirement. The management is not bound to reappoint him after his services were terminated in March, 1969.

10. In the view that I take, I hold that the action of the management of National and Grindlays Bank in refusing to treat the period of service of Samar Bahadur Singh from 29th July, 1968 onwards as a probationary subordinate and in terminating his services with effect from March 29, 1969 was justified. He is therefore not entitled to any relief.

This is my award.

(Sd.) B. N. BANERJEE,
Presiding Officer.

Dated, January 17, 1970.

[No. 23/53/69/LRIII.]

ORDER

New Delhi, the 31st January 1970

S.O. 466.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri U. N. Misra as the Presiding Officer, with headquarters at Bhubaneshwar and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the demand of the All India Punjab National Bank Employees Association for confirmation of Shri Sharda Prasad Singh, Godown keeper at Cuttack Branch, with effect from the 26th May, 1965 is justified? If so, to what relief is the workman entitled?

[No. 23/88/69-LRIII.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

ORDER

New Delhi, the 24th January 1970

S.O. 467.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New India Maritime Agencies (P) Limited, Madras, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Swami Kannu shall be the Presiding Officer with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the demand for bonus for the accounting years 1964-65, 1965-66, 1966-67 and 1967-68 by the following daily rated tally clerks and watchmen of Messrs New India Maritime Agencies (P) Limited, Madras is justified and if so, to fix the quantum of bonus for each of these workmen for the above mentioned years."

Watchmen	Tally Clerks
(1) H. Akbar.	(1) C. M. Sankaran.
(2) R. Chandra.	(2) Rajendran.
(3) M. S. A. Lathcef.	(3) M. Jambulingam.
(4) P. V. Seethapathy.	(4) N. Ramiah
(5) M. Basha.	(5) P. M. Sambandam.
(6) S. A. Rasheed.	(6) R. S. Allah Baksh.
(7) N. J. Anderson.	(7) T. Shanmugasundaram.
(8) A. Azeez.	(8) C. Krishnan.
(9) M. Raju.	(9) Sunkuraj.
(10) L. Jonnas.	
(11) Syed Ismail.	
(12) R. Rajagopal.	
(13) R. Raju.	
(14) T. G. Swaminathan.	
(15) S. Hussain.	
(16) Khader Mohideen.	
(17) Krishnam Achari.	
(18) Syed Hussain.	
(19) G. Abdul Basheer.	
(20) Baksh.	

[No. 29/8/69-LWI-III/Fac. II.]

C. RAMDAS, Dy. Secy.

(Department of Labour and Employment)

[Office of the Chief Labour Commissioner (Central)]

ORDERS

New Delhi, the 27th January 1970

S.O. 468.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs Shri Ram Mining Company (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31-10-1968,

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour & Employment No. WB-20(42)/65 dated the 28th August, 1965, passed orders on 10-1-1970 extending the period for payment of the said bonus by the said employer by eight months upto 28-2-1970 from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employer(s)	Establishment(s)
Shri Ram Mining Company, P.O. Sandur Distt. Bellary, Mysore State.	Seshagiri Manganese Mine of M/s. Smiore Ltd.

[No. BA-6(30)/69-LS.I]

S.O. 469.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs National Buildings Construction Corporation Ltd. (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31-3-1969.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour & Employment No. WB-20(42)/65 dated the 28th August, 1965, passed orders on 18-1-1970 extending the period for payment of the said bonus by the said employer by three months upto 28-2-1970 from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employer(s)	Establishment(s)
National Buildings Construction Corporation Ltd., 44, Ring Road, Lajpat Nagar III, New Delhi.	

[No. BA-6(1)/70-LS.I]

S.O. 470.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs The Busserya Coal Co. (P) Ltd. (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31-3-1969.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour & Employment No. WB-20(42)/65 dated the 28th August, 1965, passed orders on 16th January, 1970 extending the period for payment of the said bonus by the said employer by three months from upto 28-2-1970 the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employer(s)	Establishment(s)
The Busserya Coal Co. Private Ltd., Managing Bholanath Dash 13, Radha Bazar Lane, Calcutta-1.	Busserya Colliery, P.O. Kusunda (Dhanbad)

[No. BA-5(28)/69-T.S.I.]

New Delhi, the 30th January 1970

S.O. 471.—Whereas an application has been made under section 19(b) of the Payment of Bonus Act, 1965 by Messrs V. S. Lad & Sons, Sandur (employer) in relation to their establishments mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 31st March, 1969.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of Section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour & Employment No. WB-20(42)/65, dated the 28th August, 1965, passed orders on 29th January 1970 extending the period for payment of the said bonus by the said employer by two months upto 31st January 1970 from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

THE SCHEDULE

Name and address of the employers(s)	Establishment(s)
M/s. V. S. Lad & Sons, Mine Owners, Sandur.	S. J. Harvi, Mines.

[No. BA-6(3)/70-LS I.]

O. VENKATACHALAM,
Chief Labour Commissioner (Central).

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 29th January 1970

S.O. 472.—In exercise of the powers conferred by sub-section (i) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Joseph Dina Nath, Under Secretary (Judicial) to the Himachal Pradesh Govt. as Settlement Commissioner in the state of Himachal Pradesh for the purpose of performing, in addition to his own duties as Under Secretary (Judicial) to the Himachal Pradesh Govt., the functions assigned to a Settlement Commissioner by or under the said Act in respect of (i) agricultural lands and shops in any rural area including houses, cattlesheds and vacant sites forming part of the compensation pool and (ii) the properties referred to in the Notification of the Government of India in the Ministry of Works, Housing & Rehabilitation (Deptt. of Rehabilitation) No. 3(37)/L & R/63A dated the 5th March, 1954

[No. 3(2)/L&R/67.]

JANKI NATH, Under Secy